BOOK 9787 PG 221

95 SEP -7 AM 9:27
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

IDENTIF. & REFERENCE
00976111

THIS INSTRUMENT PREPARED BY:
DEAN ROBINSON, ATTORNEY
3125 North Mt. Juliet Road
P. O. Box 425
Mt. Juliet, TN 37122

ADDRESS NEW OWNER:
Derek R. Hunley
2328 Riverway Drive
Old Hickory, TN 37138

MORTGAGEE:
First Bank & Trust
1691 N. Mt. Juliet Road
Mt. Juliet, TN 37122

SEND TAX BILLS:
Mortgagee

MAP-PARCEL:
Map 53-6
Parcel 72 CO
FB No. 4D 94556

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN ($10.00) DOLLARS, cash in hand paid by the hereinafter named Grantee, and other good and valuable considerations, the receipt of which is hereby acknowledged, **W. L. Bainbridge, Inc., a Tennessee Corporation,** hereinafter called the Grantor, have bargained and sold, and by these presents do transfer and convey unto **Derek R. Hunley, unmarried,** hereinafter called the Grantee, his heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to wit:

> Being Lot No. 51 as shown on the Plan of Phase 5B, Waterford Subdivision, of record in Plat Book 7900, pages 838 and 839, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description thereof.
>
> Being a part of the same property conveyed to W. L. Bainbridge, Inc., a Tennessee Corporation, by deed from Waterford Associates, L. P., a Tennessee Limited Partnership, as of record in Book 9667, page 548, Register's Office for Davidson County, Tennessee.

This is improved property known as 2328 Riverway Drive, Old Hickory, Tennessee 37138.

This conveyance is made subject to all restrictions and easements of record, or which a visual inspection of the property would reveal, including Declaration of Covenants, Conditions and Restrictions for Waterford of record in Book 8694, page 216; Declaration of Annexation of Waterford, Phase 5B and Submission to the Restated Declaration of Covenants, Conditions and Restrictions applying to Waterford of record in Book 9530, page 189; the Plan of Planned Unit Development Boundary of Waterford of record in Plat Book 6900, page 540; title to that portion of the property lying between the high and low water marks of the Cumberland River; an easement for right of way of record in Book 2024, page 225; an easement for sewer of record in Book 1717, page 30; Restated Declaration of Covenants, Conditions and Restrictions applying to Waterford of record in Book 8699, page 462; First Amendment to Restated Declaration of Covenants, Conditions and Restrictions applying to Waterford of record in Book 9530, page 185; Charter of Waterford Community Association, Inc. of record in Book 8711, page 701; By-Laws of Waterford Community Association, Inc. of record in Book 8715, page 583; conveyance to common areas to Waterford Community Association, Inc. of record in Book 9393, page 831; conveyance to Common Areas to Waterford Community Association, Inc. of record in Book 9393, page 833; conveyance to Common Areas to Waterford Community Association, Inc. of record in Book 8715, page 590, and easements, covenants and conditions as shown on the Plan of record in Plat Book 7900, pages 838 and 839, Register's Office for Davidson County, Tennessee.

Property taxes for the current year have been settled between the parties and will be paid by the Mortgagee.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantees, their heirs and assigns, forever; and we do covenant with the said Grantees that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said Grantees, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness our hands this 31st day of August, 1995.

W. L. BAINBRIDGE, INC.

BY: _____ President
W. L. BAINBRIDGE, III, PRESIDENT

STATE OF TENNESSEE)
COUNTY OF WILSON)

1197 09/07 0101 03CHECK 419.70

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared W. L. Bainbridge, III, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President (or other officer authorized to execute the instrument) of the W. L. Bainbridge, Inc., the within named bargainor, a corporation, and that he as such President executed the foregoing Warranty Deed for the purposes therein contained, by signing the name of the corporation by himself as President.

Witness my hand and official seal at Mt. Juliet, Tennessee, this 31st day of August, 1995.

_____
NOTARY PUBLIC

TERESA L HAYES NOTARY PUBLIC AT LARGE WILSON CO TENN.

My Commission Expires: 1/30/99

STATE OF TENNESSEE)
COUNTY OF WILSON)

The actual consideration or value, whichever is greater for this transfer is $ 114,000.00.

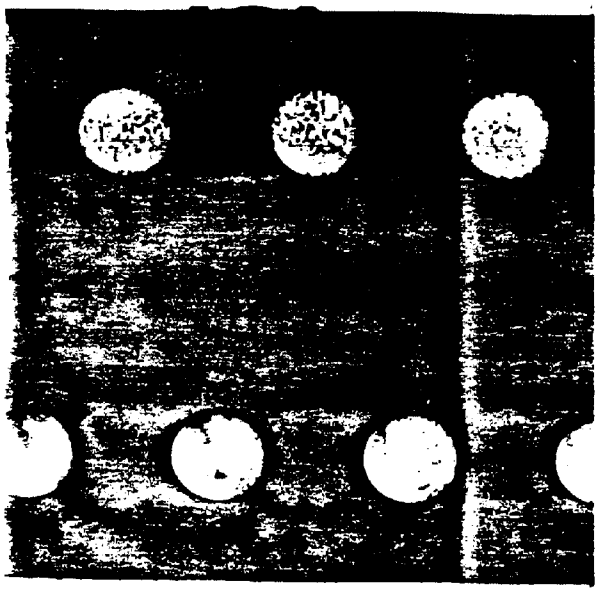
_____
AFFIANT

Subscribed and sworn to before me this 31st day of August, 1995.

_____
NOTARY PUBLIC

TERESA L HAYES NOTARY PUBLIC AT LARGE WILSON CO TENN.

My Commission Expires: 1/30/99



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

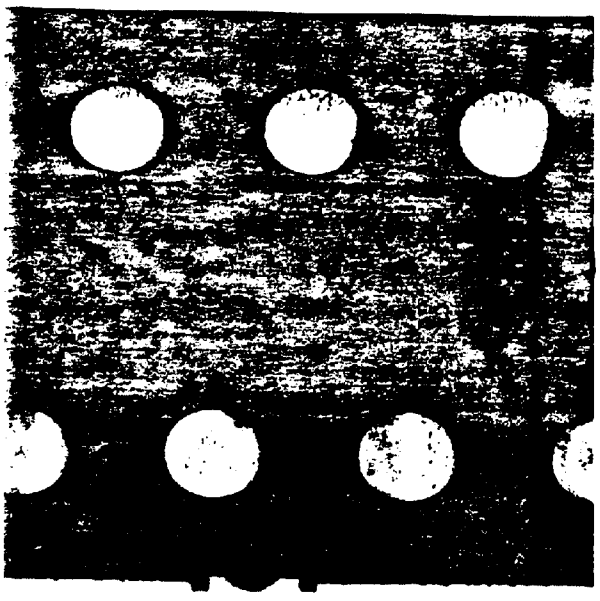
RECEIVED OF _____

FOR _____

BOOK 9787 PG 223

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID



CAMT
111000.00
CON TX 410.70
PRFEE 1.00
WDEED 8.00
TOTAL 419.70
CHECK 419.70

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK 001 1197

0097611
IDENTIF. ↑ REFERENCE

95 SEP -7 AM 9:27
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 950091