Mail

This Instrument Prepared By:
John T. Gwin, Attorney at Law
2542 North Mt. Juliet Road, Suite 1
Mt. Juliet, Tennessee 37122

BOOK 10586 PG 686

ADDRESS NEW OWNER:
Edward W. Binkley et ux
1416 Shannon Place
Old Hickory, Tennessee 37138

SEND TAX BILL TO:
Owner

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

MAP **64-0**
PARCEL **8**
FB# 04D 95010

2479 08/29 0101 03CHECK 1537.70

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named GRANTEES, and other good and valuable considerations, the receipt of which is hereby acknowledged, **Robert H. Braswell and Will V. Braswell** hereinafter called the GRANTORS, have bargained and sold, and by these presents, do transfer and convey unto **Edward W. Binkley and wife, Glenda J. Binkley**, hereinafter called the GRANTEES, their heirs and assigns, that certain tract or parcel of land located in Davidson County, State of Tennessee, described as follows, to-wit:

Being Lot No. 114 Phase Nine, Brandywine Pointe, as of record in Book 9700, page 184, Register's Office for Davidson County, Tennessee, to which plan reference is here made fore a more complete and accurate description.

Being the same property conveyed to Robert H. Braswell and Will V. Braswell by deed from Brandywine Pointe Partners, L. P., a Tennessee Limited Partnership dated August 12, 1995, of record in Book 10154, page 231, Register's Office for Davidson County, Tennessee.

Robert Harris Braswell executes this instrument of behalf of Will V. Braswell, by virtue of a General Power of Attorney filed for record in Book 7834, page 663, Register's Office for Davidson, Tennessee. Will V. Braswell and Will Vick Braswell are one and the same person.

This is improved property known as 1416 Shannon Place, Old Hickory, Tennessee 37138.

Taxes for the current year have been settled between the parties. This conveyance is made subject to all planning, zoning and health department rules and regulations which may affect the premises. This conveyance is also made subject to the following matters:

97 AUG 29 AM 9:55
FELIX [illegible] REGISTER
DAVIDSON COUNTY, TN.

INSTRUMENT REFERENCE
03427 47

1. Subject to Real Property Taxes for 1997, a lien not yet due and payable. Map 64-3, Group B, Parcel 131.C0 If improvements are completed after January 1 of any year, the law requires supplemental assessment for the year in which the improvements are completed, as defined by Statute. Any applicable 1997 andvalorem real property taxes assessed by the Taxing Authority constitute a lien, due and payable.

2. Subject to all applicable zoning and planning restrictions, and all health department rules and regulations that may affect the premises.

3. Subject to restrictive covenants contained in instruments of record in Book 8120, page 170; Book 8671, page 484; Book 9010, page 627; and Book 10119, page 118, said Register's Office, and to which instruments reference is here made for the complete and exact terms, details and requirements thereof. The Charter of the Homeowner's Association is of record in Book 9013, page 39 and in Book 9117, page 77, said Register's Office, and to which instrument reference is here made for the complete and exact terms, details and requirements thereof.

4. Subject to all of those facts, conditions and limitations shown on the Plat of record in Plat Book 9700, page 184, Register's Office for Davidson County, Tennessee, including but not by way of limitation an Owner's Certificate; a 30 foot minimum building setback line from Shannon Place and a 20 foot minimum building setback line from the rear; health department rules and regulations; and a 15 foot easement for public utilities and drainage along the front line of said property. Reference is here made to said Plat for a complete depiction of all matters thereupon.

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, GRANTORS do covenant with the said GRANTEES that they are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and warrant that the same is unencumbered unless otherwise herein set out; and,

GRANTORS, do further covenant and bind themselves, their 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.

WITNESS our hands this the 27th day of August, 1997.

Robert H. Braswell

Robert H. Braswell

Will V. Braswell by Robert Harris Braswell Atty-In-Fact

Will V. Braswell, by Robert Harris Braswell
Attorney-In-Fact

STATE OF TENNESSEE)
COUNTY OF WILSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, **Robert H. Braswell** , the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within Warranty Deed for the purposes therein contained.

WITNESS my hand and official seal at office this 27th day of August, 1997.

Patricia M. Gwin

Patricia M. Gwin
NOTARY PUBLIC

My Commission Expires: 1/30/01

STATE OF TENNESSEE)
COUNTY OF WILSON)

On this the this 27th day of August, 1997, in Mt. Juliet, Tennessee, before me personally appeared Robert Harris Braswell, to me known to be the person who executed the foregoing Warranty Deed on behalf of **Will V. Braswell**, for the purposes therein contained, and who acknowledged that he executed the same as the free act and deed of the said Will V. Braswell, signing his name as Attorney-In-Fact.

WITNESS my hand and official seal at office this 27th day of August, 1997.

Patricia M. Gwin

Patricia M. Gwin
NOTARY PUBLIC

My Commission Expires: 1/30/01

BOOK 10586 PG 689

STATE OF TENNESSEE)
COUNTY OF WILSON)

The actual value or consideration, whichever is greater, for this transfer is $411,000.00.

AFFIANT

Subscribed and sworn to before me on this 27th day of August, 1997.

Patricia M. Gwin
NOTARY PUBLIC
My Commission Expires: 1/30/01

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____ BOOK 10586 PG 690

FOR _____

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

411000.00

CON TX 1520.70

PRFEE 1.00

TDEED 16.00

TOTAL 1537.70

CHECK 1537.70

08/29/97 01 09:54 0001 2479

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0342747

IDENTIFICATION REFERENCE

97 AUG 29 AM 9:55

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN.

No. 119131