Prepared by:
Cain & Associates, PLLC
501 Corporate Centre Drive, Suite 280
Franklin, TN 37067

Davidson County DEEDWARR
Recvd: 11/14/05 11:52 2 pgs
Fees:12.00 Taxes:0.00

20051114-0137121

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

The actual consideration or value, whichever is greater, for this transfer is $0

Affiant

Subscribed and sworn to before me, this 5th day of October 2005.

Notary Public
My commission expires: 6-27-09

TREY CAIN
STATE OF TENNESSEE
NOTARY PUBLIC
WILLIAMSON CO.

Address of New Owner:	Send Tax Bills to:	Tax Information
John Creech Family Trust	Kathy A. Helton	061-14-0-58.00
1067 Horseshoe Drive	2137 Kidd Road	
Nashville, TN 37211	Nolensville, TN 37135	

WARRANTY DEED
(Subject to Existing Deed of Trust)

For and in consideration of the sum of ten dollars & no/100 ($10.00), cash in hand paid by the hereinafter named Grantee(s), and other good and valuable considerations, the receipt of which is hereby acknowledged, John Creech and Genevieve Creech, husband and wife, hereinafter called "Grantors", have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL and CONVEY to the John Creech Family Trust,* herein referred to as "Grantee", whether one or more, all of Grantors' right, title and interest, in and to the real property, being Grantors' separate property, described as follows:

*A Revocable Living Trust

LAND in the 11th Civil District of Davidson County, Tennessee, being Lot No. 39 on the Plan of Locust Grove, not of record, described according to a survey made by Anderson and Gee, January 22, 1948, as follows:

Beginning on the northerly margin of Horseshoe Drive at a point 60 feet West of the southwest corner of the property conveyed to Robert L. Ryman and wife, by deed from H.E. Richardson and wife, of record in Book 1417, Page 289, Register's Office for said County, being the corner of Lot Nos. 38 and 39; thence with line between said two lots, northwardly 175 feet to the common corner of Lot Nos. 38, 39, 58, and 59; thence with the line between Lot Nos. 38 and 39, westwardly 60 feet to the common corner of Lot Nos. 39, 40, 57 and 58; thence with the line between Lot Nos. 39 and 40, southwardly 175 feet to the northerly margin of Horseshoe Drive; thence with said Drive, eastwardly 60 feet to the beginning.

Being the same property conveyed to John Creech and Genevieve Creech in Instrument No. (re-recorded) 20050124-0008254 recorded 12/17/2004, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Ruth E. Thomas in Book 11709, Page 145 recorded 10/20/1999, Register's Office for Davidson County, Tennessee.

This property is improved property known as 1067 Horseshoe Drive, Nashville, TN 37211.

This conveyance, however, is made and accepted subject to that certain indebtedness described as follows: Real Estate Lien Notes, dated December 17, 2004, in the original principal amount of $117,500.00, executed by John Creech, and Genevieve Creech, husband and wife to America's Wholesale Lender and secured by Deed of Trust of even date, to Arnold M. Weiss, Attorney, Trustee, for the benefit of said lender, recorded in the real property records of Davidson County, TN as Instrument No. 20041217-0150412, which indebtedness Grantee has not hereby assumed, and any and all other restrictions, encumbrances, easements, covenants and conditions, if any, relating to the hereinabove described property as the same are filed for record in the real property records of Davidson County, TN.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, Grantee's heirs, executors, administrators, successors and assigns forever; and Grantors do hereby bind Grantors' heirs, executors, administrators, successors and assigns forever; and Grantors do hereby bind Grantors' heirs, executors, administrators, successors and/or assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns against every person whomsoever claiming or to claim the same or any part thereof.

But it is expressly agreed that the Vendor's Lien, as well as Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described Note and all interest thereon is fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

Current ad valorem taxes on the property having been prorated, the payment thereof is assumed by Grantee.

EXECUTED this 4th day of October 2005 but to be effective upon the date this instrument is filed for record in the real property records of Davidson County, TN.

WITNESS my hand this 5th day of October, 2005.

John Creech

Genevieve Creech by John Creech Attorney in Fact
Genevieve Creech

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named John Creech, the bargainor(s), with whom I am personally acquainted or proved to me on the basis of satisfactory evidence and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Franklin, Tennessee, this 5th day of October, 2005.

Notary Public

TREY CAIN
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON CO.

My Commission expires: 6-27-09

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

On this 5th day of October, 2005, before me personally appeared John Creech, to me known (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument in behalf of Genevieve Creech, and who acknowledged that he executed the same as the free act and deed of Genevieve Creech.

Witness my hand and official seal at Franklin, Tennessee, this 5th day of October, 2005.

Notary Public

TREY CAIN
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON CO.

My Commission expires: 6-27-09