File #20050233

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS **$ 61,900.00**

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 5th day of December, 2005.

Notary Public

MY COMMISSION EXPIRES: EXPIRES: FEBRUARY 19, 2007

(AFFIX SEAL)

STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY

SIDWELL & BARRETT, P.C.
121 1st Avenue South, Suite 200
Franklin TN 37064

THIS INSTRUMENT WAS PREPARED BY
StoneGate Title, LLC, Keith H. Solomon, 1749 Mallory Lane, Suite 400, Brentwood, TN 37027

WARRANTY DEED

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Phillip D. Lewis and David J. Lewis	Pinnacle National Bank	Map 119-10-A
(NAME) 106 Prescott Place, Unit 106	(NAME) 211 Commerce Street, Suite 300	Parcel 106
(ADDRESS) Nashville, TN 37211	(ADDRESS) Nashville, TN 37201	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of TEN dollars, cash in hand paid by the hereinafter named GRANTEES, and other good and valuable considerations, the receipt of which is hereby acknowledged, **Carol J Binkley, unmarried** , hereinafter called the GRANTORS, have bargained and sold, and by these presents do transfer and convey unto **Phillip D. Lewis, an unmarried man and David J. Lewis, an unmarried man,** hereinafter called the GRANTEES, their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:

Land in Davidson County, Tennessee, being Unit 106 on the plan of Prescott Place Condominiums, of record in Plat Book 6200, page 257, as amended in Plat Book 6250, page 537, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete legal description.

Being the same property conveyed to Carol J. Binkley, unmarried by deed dated 5-23-95 from Gordon D. Murphy and wife, Kathryn A. Murphy of record in Book 9680, page 645, Register's Office for Davidson County, Tennessee.

This conveyance is subject to the following:

The premises herein insured is a condominium apartment established pursuant to the provisions of the Tennessee Horizontal Property Act as the same is set out in Section 66-27-101 et seq., of the Tennessee Code Annotated, and is subject to the provisions and requirements thereof and is subject to the By-Laws for the administration thereof; also subject to the easements, rights and interest in favor of other unit owners, and all sewer, water, electric, telephone and other utility easements now or hereafter established over, through, or upon the land embracing the regime and buildings thereon; and also including without limitations, all conditions, covenants, restrictions, options, burdens, assessments and other undertakings contained in the Master Deed establishing a Horizontal Property Regime of Presscott Place Condominiums of record in Book 6615, page 743, as amended in Book 6639, page 416, and further amended in Book 6779, page 691, Register's Office for Davidson County, Tennessee.

By-Laws of Prescott Place Condominiums of record in Book 6615, page 772; Charter of Prescott Place Homeowners Association, Inc., of record in Book 6773, page 168; Subject to rights of others in and to the common areas and/or elements; Subject to lien for special assessments as contained in the Master Deed; and any and all matters on the plat of record in Plat Book 6200, page 257 as amended in Plat Book 6250, page 537; all in the Register's Office for Davidson County, Tennessee.

See Attached "Addendum" to Warranty Deed for recording.

Unimproved ()
This is improved (X) property, known as 106 Prescott Place, Unit 106, Nashville, TN 37211
(House Number) (Street) (P.O. Address) (City or Town) (Postal Zip)

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 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 the same is unencumbered, unless otherwise herein set out; and except for the current year property taxes which are being prorated between the parties and Grantees agreeing to pay said tax when due; and Grantors further covenant and bind themselves, their heirs and assigns, 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.

Davidson County DEEDWARR
Recvd: 12/08/05 11:19 3 pgs
Fees:18.00 Taxes:229.03
20051208-0147731

Witness our hands this 5th day of December, 2005.

Carol J Binkley

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

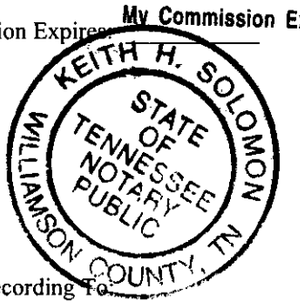
Before me, the undersigned Notary Public, personally appeared Carol J Binkley who is known to me or proved to me on the basis of satisfactory evidence, and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal, this the 5th day of December, 2005.

Notary Public

My Commission Expires: My Commission Expires May 24, 2009

(SEAL)



(SEAL)

Mail After Recording To:

StoneGate Title, LLC
1749 Mallory Lane, Suite 400
Brentwood, TN 37027

"ADDENDUM"

Borrower(s), their successors, heirs and assigns for and in consideration of receiving direct subsidy funds from the Federal Home Loan Bank of Cincinnati's Affordable Housing Program, must maintain ownership and reside in this property as their primary residence for a period of five (5) years (Retention Period) from the date of the recording of this deed.

(i) The Federal Home Loan Bank of Cincinnati, whose mailing address is P.O. Box 598; Cincinnati, OH 45201-0598, is to be given notice of any sale or refinancing of the unit occurring prior to the end of the Retention Period.

(ii) In the case of a sale prior to the end of the Retention Period, an amount equal to a pro rata share of the direct Subsidy that financed the purchase, construction, or rehabilitation of the unit, reduced for every year the seller owned the unit, shall be repaid to The Federal Home Loan Bank of Cincinnati from any net gain realized upon the sale of the unit after deduction for sales expenses, unless the purchaser is a low- or moderate-income household as defined in the applicable Federal Housing Finance Board regulations for the AHP; and

(iii) In the case of a refinancing prior to the end of the Retention Period, an amount equal to a pro rata share of the direct Subsidy that financed the purchase, construction, or rehabilitation of the unit, reduced for every year the occupying household has owned the unit, shall be repaid to The Federal Home Loan Bank of Cincinnati from any net gain realized upon the refinancing, unless the unit continues to be subject to a deed restriction or other legally enforceable retention agreement or mechanism, incorporating the requirements of clauses (i), (ii), (iii), and (iv) contained herein.

(iv) The obligation to repay Subsidy to the Bank shall terminate after any foreclosure.