THIS INSTRUMENT PREPARED BY: **Mudter Morgan & Patterson** **Attorneys-at-Law** **2000 Richard Jones Road** **Suite 110** **Nashville, Tennessee 37215** **Record & Return To:** **First Title & Escrow Co., Inc.** **FTEC File No. 24972-12-2005** File Box 9B	STATE OF TENNESSEE, COUNTY OF DAVIDSON: The actual consideration or value, whichever is greater, for this transfer is: $80,000.00. Affiant Subscribed and sworn to before me this 22nd day of December, 2005. Notary Public MICHAEL MORGAN STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires NOTARY PUBLIC AT LARGE J. Michael Morgan My Commission Expires July 25, 2009 STATE OF TENNESSEE

Davidson County DEEDWARR
Recvd: 12/28/05 14:41 2 pgs
Fees:13.00 Taxes:296.00

20051228-0155580

WARRANTY DEED

Address New Owner: Michelle Miller 3003 Blakemore Ave. Nashville, TN 37212	**Send Tax Bills To:** New Owner	**Tax Information:** Map No.117.03-0B Parcel No. 024.00-CO

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, **Martin T. Binkley, Jr.**, unmarried ("Grantor"), has this day bargained and sold, and does hereby transfer and convey to **Michelle Miller, unmarried** ("Grantee"), its successors, heirs and assigns, all that tract or parcel of land in Davidson County, Tennessee, more particularly described on Exhibit "A" hereto.

This is improved property located at 2601 Hillsboro Road Unit B8, Nashville, TN 37212

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to Grantee, its successors, heirs and assigns, forever.

And Grantor covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered, except as set out on Exhibit "A" hereto. Grantor further covenants and binds itself, its successors, heirs and assigns to warrant and forever defend the title to said real estate to Grantee, its successors, heirs and assigns against the lawful claims of all persons, except as set out on Exhibit "A" hereto.

Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, Grantor has executed this instrument on the 22nd day of December, 2005. Martin T. Binkley, Jr. by Martin T Binkley Sr. AIF

Martin T. Binkley, Jr.
By Martin T. Brinkley, as his Attorney in Fact

STATE OF TENNESSEE, COUNTY OF DAVIDSON

Before me, the undersigned, of the State and County aforesaid, personally appeared Martin T. Binkley, Sr. with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the within instrument on behalf of Martin T. Binkley, Jr. as his Attorney-In-Fact, and as the free act and deed of the within named Martin T. Binkley, Jr.

Witness my hand and official seal, at office in Nashville, Tennessee, this 22nd day of December 2005.

Notary Public

My Commission Expires:_____

MICHAEL MORGAN STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

NOTARY PUBLIC AT LARGE J. Michael Morgan My Commission Expires July 25, 2009 STATE OF TENNESSEE

EXHIBIT "A"

Land in Davidson County, Tennessee, being Unit No. B-8 on the Plan of Revised the Villager Condominium Apartments, of record in Plat Book 5200, page 201, Register's Office for said County, to which plan reference is made for a more complete description, together with the appurtenant interest in the common elements of Villager Condominium, a horizontal property regime established by Master Deed and By-Laws of record in Book 5434, page 665, amended in Book 5487, page 967, said Register's Office.

Being the same property conveyed to Martin T. Binkley, Jr by Deed dated, 9/28/92 from Jack Kemp, Secretary of Housing and Urban Development of record in Book 8750, page 74, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to:

1. 2005 City/County taxes which have been paid by the Grantor and prorated by the parties.
2. Charter of Incorporation of Villager's Homeowners' Association, Inc. of record in Book 5441, page 815, Register's Office for Davidson County, Tennessee.
3. Covenants, Conditions, Restrictions and Agreements, including the agreement to pay assessments for the maintenance of common areas, contained in the Master Deed (and By-Laws) for Villager Condominiums, of record in Book 5434, page 665, amended in Book 5487, page 967, Register's Office for Davidson County, Tennessee.
4. Terms and limitations imposed by Tennessee Horizontal Property Act, T.C.A. § 66-27-101, et seq.
5. All matters appearing on the Plan of record as Book 5200, page 201, Register's Office for Davidson County, Tennessee.
6. Easement for right of way of record in Book 4808, page 424, Register's Office for Davidson County, Tennessee.