PREPARED BY (AND RETURN TO):

WILKINS & IVEY
Attorneys At Law

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Davidson County DEEDWARR
Recvd: 08/29/06 09:05 3 pgs
Fees:18.00 Taxes:2978.50
20060829-0106403

W & I Ref: Title No: 48123

Dav. Co. File: Box 8

ADDRESS NEW OWNER:	**RESPONSIBLE FOR TAX PAYMENT:**
Jimmy A. Barker Brenda M. Barker 6024 Bresslyn Road Nashville, Tennessee 37205	same as new owners

TAX MAP-PARCEL NUMBERS: 11508008800

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of **$805,000.00** , cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned **W. Scott Nickels, married**, hereinafter called the **Grantor**, has bargained and sold, and by these presents does hereby transfer and convey unto **Jimmy A. Barker and spouse, Brenda M. Barker** hereinafter called the **Grantee**, Grantee's heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows: **To Wit:**

Land in Davidson County, Tennessee, being Lot No. 17 on the Plan of West Meade Village Re-subdivision of record in Book 3700, page 36, said Register's Office for said County.

Said Lot No. 17 fronts 175.0 feet on the westerly margin of Bresslyn Road and extends back 413.2 feet on the southerly line and 397.2 feet on the northerly line to a deadline in the rear, measuring 175.0 feet thereon.

Being the same property conveyed to W. Scott Nickels, married by deed from James E. Haley and wife, Mary Ann D. Hailey of record in Doc. No. 20051104-0133962 Register's Office for said County.

Kelly J. Nickels, spouse of W. Scott Nickels joins in this conveyance solely to convey any and all marital interest she may have in subject property.

Description Reference: The description is the same as that used in the last deed prior to this transaction.

This conveyance is subject to: Taxes for 2006, and subsequent years; The Plan, with Owner's Certificate, of record in Plat Book 3700 Page 36, said Register's Office, which Plan shows a 115 foot minimum building setback line from Bresslyn Road and a 10 foot easement for public utility purposes along the rear line(s).

This instrument is executed on behalf of W. Scott Nickels and Kelly J. Nickels by B. Brannan White, II as Attorney in Fact pursuant to a Power of Attorney being recorded simultaneously herewith. The affidavit of said Attorney in Fact is attached as "Exhibit A' to this instrument and incorporated herein by reference.

This is improved property, known as: 6024 Bresslyn Road, Nashville, Tennessee 37205

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, Grantee's heirs or assigns, forever.

GRANTOR COVENANTS with the said Grantee that Grantor is lawfully seised and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out.

GRANTOR FURTHER COVENANTS and binds Grantor, Grantor's heirs and representatives, to warrant and forever defend the title to the said land to the said Grantee, Grantee's heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESS THE EXECUTION HEREOF this 16th day of August, 2006 .

William Scott Nickels By: B. Brannan White, II, Atty-in-Fact

Kelly J. Nickels, By: B. Brannan White, II, Atty-in-Fact

State of TENNESSEE
County of DAVIDSON

On this 16th day of August, 2006 , before me the undersigned authority, personally appeared **B. Brannan White, II** , to me known (or proved to me on the basis of satisfactory evidence) to be the person(s) described in and who executed the foregoing instrument, and acknowledged the execution as a free act and deed.

My Commission Expires: _____

Notary

State of TENNESSEE
County of DAVIDSON

AFFIDAVIT

The undersigned declares under oath that the actual consideration or value, whichever is greater, for this transfer is: $805,000.00

Affiant

Sworn and subscribed before me this 16th day of August, 2006

PAUL F. SOPER
STATE
OF
TENNESSEE
NOTARY
PUBLIC
DAVIDSON COUNTY
My Commission Expires MAR. 20, 2009

My Commission Expires: _____

Notary Public

State of Tennessee
County of Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named , **B. Brannan White, II** with whom I am personally acquainted (or whose identity was proved to me on the basis of satisfactory evidence), and who acknowledged the execution of the within instrument on behalf of **William Scott Nickels and Kelly J. Nickels**, as Attorney-in-Fact, as the free act and deed of the said Principal(s).

Witness my hand and official seal at Nashville, Tennessee, this 16th day of August, 2006

Notary Public

My Commission Expires:

CHRISTY W. IVEY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires JULY 21, 2007

EXHIBIT "A"
To
Warranty Deed

FROM: William Scott Nickels, married

TO: Jimmy A. Barker and spouse, Brenda M. Barker

State of Tennessee
County of Davidson

AFFIDAVIT

The undersigned Affiant, being first duly sworn, deposes and says as follows:

1. That the document to which this affidavit is exhibited is executed by the undersigned as attorney-in-fact for the principal(s) thereon shown.

2. That this execution is proper and within the scope of the power-of-attorney referenced in the instrument.

3. Pursuant to the provisions of *Tennessee Code Annotated,* Section 34-6-105(c), of the Uniform Durable Power of Attorney Act, the undersigned Affiant certifies that at the time of execution of said document the Affiant had no knowledge or notice of the termination of the power-of-attorney, either by revocation or by a principal's death, disability, or incapacity.

Further the Affiant Saith not.

B. Brannan White, II, Affiant

Sworn to and subscribed before me this

16th day of August, 2006

Notary Public

My Commission Expires:

CHRISTY W. IVEY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires JULY 21, 2007