Davidson County DEEDWARR
Recvd: 12/14/06 14:24 3 pgs
Fees:18.00 Taxes:1124.80
20061214-0154415

THIS INSTRUMENT PREPARED BY:

Homer R. Ayers, Attorney at Law
303 Frances Street (Zip 37072)
P. O. Box 904
Goodlettsville, TN 37070-0904

Warranty Deed

ADDRESS NEW OWNERS:	PERSON OR ENTITY RESPONSIBLE FOR PAYMENT OF REAL PROPERTY TAXES:	MAP-PARCEL NOS.
Jack Nixon 509 Emily Drive Goodlettsville, TN 37072	Same as New Owner	Map 40 P/O Parcel 204

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, MARGIE H. BINKLEY, joined by her husband, RICHARD C. BINKLEY, hereinafter referred to as the "GRANTORS", have bargained and sold and by these presents do transfer and convey unto JACK NIXON, hereinafter referred to as the "GRANTEE", his heirs or assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:

BEING Lots 3, 4, 5, 6, 9, 10, 11 and 12 on the Plan of Whites Creek Manor of record in Instrument No. 20061130-0148061, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a complete and accurate description of said lots.

BEING a part of the same property conveyed to Margie H. Binkley by quitclaim deed from Richard C. Binkley and wife, Margie H. Binkley, filed for record as Instrument No. 20060104-0000794, Register's Office for Davidson County, Tennessee.

The foregoing description was prepared from a survey dated 2/28/06, by W. T. Smith, Land Surveying, William Thomas Smith, Registered Land Surveyor, No. 2012.

This is unimproved property located on Whites Creek Pike, Whites Creek, TN 37189.

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, his heirs or assigns, forever.

And we, the GRANTORS, do covenant with the said GRANTEE, that we 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, except as follows:

1. Real Property Taxes for the year 2006, which are a lien, but not yet due and payable, which have been prorated between the parties and will be paid, in full, by the Escrow Closing Attorney, at closing.

2. Charter of Whites Creek Manor Homeowner's Association, Inc. of record in Instrument No. 20060207-0015016, said Register's Office.

3. Subject to By-Laws of Whites Creek Manor Homeowner's Association, Inc. of record in Instrument No. 20060207-0015017, said Register's Office.

4. Subject to Declaration of Covenants, Conditions and Restrictions of Whites Creek Manor Homeowners' Association, Inc. of record in Instrument No. 20060207-0015018, said Register's Office.

5. Subject to Amendment to the Declaration of Covenants, Conditions and Restrictions of Whites Creek Manor Homeowners' Association, Inc. of record in Instrument No. 20060726-0089887, said Register's Office.

6. Subject to Storm Water Detention Agreement of record in Instrument No. 20051219-0151571, said Register's Office.

7. Subject to Order to Relocate a Cemetery and Graves of record in Instrument No. 20060804-0095656, said Register's Office.

8. Subject to the Plan of Whites Creek Manor of record in Instrument No. 20061130-0148061, Register's Office for Davidson County, Tennessee

The GRANTEE will be solely responsible for the upkeep, maintenance, repair and replacement of all sidewalks and curbs in front of each lot, as well as all trees at the rear of each lot, until such time as improvements have been made on each lot and each lot has been sold to a homeowner.

Joinder of Spouse: RICHARD C. BINKLEY, husband of MARGIE H. BINKLEY, joins in this conveyance to convey any and all right, title or interest which he may have in and to the real property described herein, marital or otherwise.

And, we, the GRANTORS, do further covenant and bind ourselves, our heirs and representatives to warrant and forever defend the title to the said land to the said GRANTEE, his heirs or assigns, against the lawful claims of all persons whomsoever.

WITNESS our hands on the day and date last acknowledged below.

"GRANTORS"

Margie H. Binkley
MARGIE H. BINKLEY

Richard C. Binkley
RICHARD C. BINKLEY

"GRANTEE"

Jack Nixon
JACK NIXON

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, MARGIE H. BINKLEY and husband, RICHARD C. BINKLEY, and JACK NIXON, 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, at office, this the 13th day of December, 2006.

NOTARY PUBLIC

HOMER R. AYERS NOTARY PUBLIC AT LARGE STATE OF TENNESSEE MY COMMISSION EXPIRES SEPTEMBER 7, 2009

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value, whichever is greater, for this transfer is $304,000.00.

Affiant

Sworn to and subscribed before me, this the 13th day of December, 2006.

NOTARY PUBLIC

HOMER R. AYERS NOTARY PUBLIC AT LARGE STATE OF TENNESSEE MY COMMISSION EXPIRES SEPTEMBER 7, 2009