WARRANTY DEED



STATE OF TENNESSEE, COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER FOR THIS TRANSFER IS $228,900.00.

Gaia N. Jones
Affiant

Subscribed and sworn to me on October 2, 2009.

NOTARY PUBLIC

My Commission Expires: 7/8/13

Davidson County DEEDWARR
Recvd: 10/13/09 09:51 4 pgs
Fees:23.00 Taxes:846.93
20091013-0094847

THIS INSTRUMENT WAS PREPARED BY:
Community Title Company, LLC
2200 Abbott Martin Road
Nashville, TN 37215
(615)269-7676

NAME/ADDRESS OF NEW OWNER:	SEND TAX BILLS TO:	MAP – PARCEL #
Joseph & Barbara J. Higgins 1565 Bending River Drive Nashville, Tennessee 37221	Tyndall Federal Credit Union 909 East 23rd Street Panama City, FL 32405	126-16-0A-651.00

FOR AND IN CONSIDERATION of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantees, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **ROCHFORD REALTY AND CONSTRUCTION CO., INC., a Tennessee corporation**, hereinafter called **"GRANTOR,"** has bargained and sold, and by these presents does transfer and convey unto **JOSEPH HIGGINS and wife, BARBARA J. HIGGINS,** hereinafter called **"GRANTEES,"** their successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

LAND in Davidson County, Tennessee, being Lot No. 522 on the Final Plat of Parkview at Riverwalk, Phase 2, a Cluster Lot Development, as of record in Instrument No. 20061101-0135728, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.

Being the same property conveyed to Rochford Realty and Construction Co., Inc., a Tennessee corporation, from Riverwalk Development Partners, Inc., a Tennessee corporation, by Special Warranty Deed dated July 10, 2009 and recorded in Instrument No. 20090731-0071546, Register's Office for Davidson County, Tennessee.

The conveyance of the above-described parcel of land is subject to the following:

1. 2010 Davidson County and subsequent taxes are assumed by the Grantees; and
2. Subject to any and all covenants, conditions, zoning regulations, building restrictions, setback lines, if any, and easements and rights of way for public utilities applicable to this property, appearing in the public records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c); and
3. All matters appearing on the Final Plat of Parkview at Riverwalk, Phase 2, a Cluster Lot Development, of record in Instrument No. 20061101-0135728, Register's Office for Davidson County, Tennessee; and
4. Matters shown on boundary survey of the subject property (and the entire Riverwalk subdivision property) by American Surveying Company titled Adelaide Robb and J.M. Davis Property dated April 2001; and
5. TVA easement over the easterly portion of the property; and
6. Easement for the flow of the waters of the Harpeth River and rights of the public therein; and
7. Rights of upper and lower riparian owners to the flow of the Harpeth River free from diminution or pollution and the consequence of any past or future change in the location of the Harpeth River; and
8. Changes in the boundary of the subject property resulting from erosion or accretion caused by the flow of the Harpeth River; and
9. Portion of the subject property lying below the ordinary low water mark of the Harpeth River; and
10. Plan of Newsom Land of record at Plat Book 1, Page 25, and in Plat Book 1, Page 121, Chancery Court for Davidson County, Tennessee; and

11. Easements and rights granted to Tennessee Electric Power Company as set forth in instruments of record in Book 751, Page 375 and in Book 787, Page 7, Register's Office for said County; and
12. Easements and rights-of-way granted to Tennessee Valley Authority as set forth in Grant of Transmission Line Easement of record in Book 4257, Page 647, Register's Office for said County; and
13. Easement granted in Agreements for Dedication of Public Utilities Easement to Harpeth Valley Utilities District of record in Book 7526, Page 315, 318 and 324, Register's Office for said County; and
14. Restrictive Covenants and By-Laws of record in Instrument No. 20011105-0121083, Instrument No. 20020424-0050565, Instrument No. 20040430-0049313, Instrument No. 20040506-0051985, Instrument No. 20050308-0025001, Instrument No. 20060320-0031638, Instrument No. 20061103-0136691 and Instrument No. 20061214-0154502, said Register's Office; and
15. Declaration of Road & Utilities access easement of record in Instrument No. 20010706-0072536, said Register's Office; and
16. Stormwater Detention Agreements of record in Instrument No. 20010919-0101279 and Instrument No. 20021119-0143687, Instrument No. 20040318-0030734 and Instrument No. 20040826-0103240, said Register's Office; and
17. Landscape Agreement of record in Instrument No. 20010919-0101280, Register's Office for said County; and
18. Charter Right of Way for CSX Transportation Railroad; and
19. Agreement for Dedication of Public Utilities Easement of record in Instrument No. 20021125-0145984, said Register's Office; and
20. Quitclaim Deed from Riverwalk Development Partners, Inc., a Tennessee corporation to Riverwalk Nashville Homeowners Association, Inc., a Tennessee corporation dated 12-17-2007 of record in Instrument No. 20071220-0145869, said Register's Office; and
21. Agreement for Public Utilities Easement of record in Instrument No. 20040812-0097619, said Register's Office; and
22. Easements and rights-of-way taken by Tennessee Valley Authority as set forth in Declaration of Taking of record in Book 4205, Page 194 and Book 4226, Page 715, said Register's Office; and
23. Charter of Homeowners Association in Instrument No. 20020425-0051371, said Register's Office; and
24. Tennessee Valley Authority Easement of record in Book 4230, Page 987, said Register's Office; and
25. Greenbelt Applications of record in Book 9996, Pages 579, 580 and 581, said Register's Office; and
26. Ingress/ Egress Easement as noted in Deed of Trust of record in Instrument No. 20040507-0052414, said Register's Office; and
27. Any adverse claim based upon the assertion that some portion of said land is title or submerged land, or has been created by artificial means or has accreted to such portion so created; and
28. Rights, title and interest, if any, of the State of Tennessee in that part of the land, if any, extending beyond the mean high watermark of the Harpeth River; and
29. Rights of way for railroad, switch tracks, spur tracks, railway facilities and other related easements, if any, on and across the land; and
30. Title to that portion of the premises embraced within the bounds of the railroad charter right-of-way; and
31. Easements & incidental rights in any portion of the land lying within any highways, roads, streets, other ways; and
32. Easements & incidental rights in and along the northerly portion of the land reserved for the widening of Newsom Station Road; and
33. Landscape Agreement of record in Instrument No. 20010919-0101280, said Register's Office; and
34. Agreement for Dedication of Public Utilities Easement of record in Instument No. 20021125-0145984, said Register's Office; and
35. All matters set forth on the Final plat of Parkview at Riverwalk, Phase 1 of record in Instrument No. 20050215-0016985, said Register's Office; and
36. Subject to any and all zoning regulations, building restrictions, setback lines, if any, and easements and rights of way for public utilities applicable to this property.

This property is also known as improved property located at 1565 Bending River Drive, Nashville, Tennessee 37221.

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 successors and assigns, forever, and GRANTOR does covenant with the said GRANTEES that it is lawfully seized 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; and GRANTOR does further covenant and bind itself, its heirs and assigns, to warrant and forever defend the title to the said land to the said GRANTEES, their successors 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.

WITNESS our hands on October 2, 2009.

Rochford Realty and Construction Co., Inc.,
A Tennessee corporation

By: _____
James G. Morrissey, Vice President

STATE OF TENNESSEE, COUNTY OF DAVIDSON

Before me, the undersigned Notary Public, of the state and county aforesaid, personally appeared James G. Morrissey, an authorized representative and Vice President of Rochford Realty and Construction Co., Inc. a Tennessee Corporation, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be an authorized representative and V.P. of Rochford Realty and Construction Co., Inc., a Tennessee Corporation, the within named bargainor, and that he as such authorized representative and V.P. of Rochford Realty and Construction Co., Inc., a Tennessee Corporation, has duly authorized and executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as authorized representative and V.P. of Rochford Realty and Construction Co., Inc., a Tennessee Corporation.

Witness my hand and official seal on October 2, 2009.

_____
NOTARY PUBLIC

TARA STEWARD
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: 8-23-11

Certificate of Authenticity

I, John Cobb Rochford, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

John Cobb Rochford

Signature

State of Tennessee

County of Davidson

Personally appeared before me, Tara Steward, a notary public for this county and state, John Cobb Rochford who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Tara Steward

Notary's Signature

TARA STEWARD
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: 8/23/11