(1)

WARRANTY DEED

JIM R. VANDERPOOL STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY COMMISSION EXPIRES APRIL 14, 2012

STATE OF TENNESSEE
COUNTY OF WILLIAMSON
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER FOR THIS TRANSFER IS $195,000.00

AFFIANT

SUBSCRIBED AND SWORN TO ME ON THE 17TH DAY OF JUNE, 2011.

NOTARY PUBLIC

MY COMMISSION EXPIRES

THIS INSTRUMENT PREPARED BY
Jim R. Vanderpool, P.C., 256 Seaboard Lane, G-104, Franklin, TN 37067
file # 11-04009 SPACEK JRV

ADDRESS OF NEW OWNER	SEND TAX BILLS TO If left blank please use the address of the new owner	MAP-PARCEL
Lance C. Spacek and Lindsey B. Spacek	same	141060C11600CO
4112 Kinley Court		
Nashville, TN 37221		

FOR AND CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE,

LESLIE BINFORD AND CALEB BINFORD, HUSBAND

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO:

LANCE C. SPACEK AND WIFE LINDSEY B. SPACEK

HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS TO-WIT:

SEE EXHIBIT "A"

This is improved property known as 4112 Kinley Court, Nashville, TN 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 Grantee, its successors and assigns, forever; and the Grantor does covenant with the said Grantee 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 set out herein; and the Grantor does further covenant and bind itself, its successors and assigns to warrant and forever defend the title to the said land to the said Grantee, its 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 hand on the 17th day of June, 2011.

Leslie Binford

Caleb Binford

BILL GARRETT, Davidson County
Trans:T20110036852 DEEDWARR
Recvd: 06/20/11 14:17 2 pgs
Fees:13.00 Taxes:721.50
20110620-0047200

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, the within named, LESLIE BINFORD AND CALEB BINFORD, the bargainor(s), 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 and official seal at Franklin, Tennessee, this 17th day of June, 2011.

Notary Public

My Commission Expires:

JIM R. VANDERPOOL STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY COMMISSION EXPIRES APRIL 14, 2012

EXHIBIT A - LEGAL DESCRIPTION

Land in Davidson County, Tennessee, being Lot 109, RIVERBRIDGE, PHASE 2, SECTION 1, a Planned Unit Development, as shown on plat of record in Instrument No. 20090205-0009854, in the Register's Office, Davidson County, Tennessee, to which plat reference is hereby made for a more particular description of said property.

Being the same property conveyed by Quitclaim Deed from John T. Cook, Trustee to Leslie Binford and Caleb Binford, wife and husband as recorded on the 2nd day of December, 2009 in Instrument No. 20091202-0110064 and Warranty Deed from Beazer Homes Corp., a Tennessee corporation to Leslie Binford, married as recorded on the 16th day of November, 2009 in Instrument No. 20091116-0104989, in the Register's Office of Davidson County, Tennessee.

This Conveyance is subject to the matters set forth below, if any, as well as any and all zoning regulations, building restrictions, setback lines, conditions, covenants, and restrictions (as may be amended or supplemented), all easements, utility easements or rights of ways for public utilities that appear in the appropriate public record.

a. County of Davidson taxes for the year 2011 and thereafter, not yet due and payable.

b. Liability as to taxes resulting from supplemental, revised or correction assessments pursuant to the provisions of Tennessee Code Ann 67-5-603, et seq.

c. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of RIVERBRIDGE, PHASE 2, SECTION 1, as recorded in Instrument No. 20090205-0009854, 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).

d. Covenants, Conditions and Restrictions as set forth in Deed recorded in Instrument Nos. 20030205-0016044, 20030303-0027396, 20030806-0111893 and 20090317-0023975 , 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).

e. Terms and provisions of by-Laws recorded in Instrument No. 20030218-0020999.

f. Charter of Homeowners Association recorded at Instrument No. 20030218-0020998.

g. Easement for Public Utilities, recorded in Book 7601, Page 415.

h. Stormwater Detention Agreement recorded at Instrument Nos. 20021217-0155374 and 20031106-0163291.

i. Easement for flow of the waters of the Harpeth Rivers and the rights of the public therein.

j. Rights of the upper and the lower riparian owners to the flow of the waters of the Harpeth River.

k. Changes in the boundary of the subject property resulting from erosion or accretion caused by the flow of waters of the Harpeth River.

l. Conveyance to Homeowners Association recorded at Instrument No. 20090317-0023974.