BOOK 10272 PG 535

This instrument prepared by: JOHN R. REYNOLDS (#2522)
Attorney at Law
217 Second Avenue, North
P. O. Box 190481
Nashville TN 37219-0481
Tel: (615) 256-2694

**WARRANTY DEED**

Address New Owner(s) as follows: **MICHAEL T. HARTINGS**, 2822 Atoll Drive, Lewis Center OH 43055

Name and Address of the person or entity responsible for payment of real property taxes: SAME

Map No. **143-2-A** and Parcel No. **85**, Field Book No. **9DZ-73384**.

For and in consideration of the sum of SIXTY NINE THOUSAND NINE HUNDRED ($69,900.00) DOLLARS, cash in hand paid by the hereinafter named Grantee, the receipt of which is hereby acknowledged, we, **STEVE LANGLEY and wife, ELIZABETH LANGLEY**, hereinafter referred to as Grantors, have bargained and sold, and by these presents do hereby transfer and convey unto **MICHAEL T. HARTINGS**, his heirs and assigns, hereinafter referred to as Grantee, a certain tract or parcel of land in Davidson County, State of Tennessee, being more particularly described on **EXHIBIT A** attached hereto and made a part hereof.

This is unimproved property, known as **Lot No. 9, Harpeth Trace Drive, Nashville TN 37221.**

TO HAVE AND TO HOLD said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, **MICHAEL HARTINGS**, his heirs and assigns, forever; and we, **STEVE LANGLEY and wife, ELIZABETH LANGLEY**, 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 the same is unencumbered, except as shown on **EXHIBIT B** attached hereto and made a part hereof. We do further covenant and bind ourselves/our heirs and representatives, to warrant and forever defend the title to said land to the said Grantee, his heirs and assigns, against the lawful claims of all persons whomsoever.

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

**WITNESS** our hands this 19 day of November 1996.

Steve Langley
**STEVE LANGLEY**

Elizabeth Langley
**ELIZABETH LANGLEY**

STATE OF LOUISIANA
~~COUNTY~~ PARISH OF JEFFERSON

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared **STEVE LANGLEY**, 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 for the purposes therein contained.

Witness my hand and official seal at METAIRIE, LOUISIANA, this 19TH day of NOVEMBER 1996.

Notary Public

My commission expires FOR LIFE

STATE OF NEVADA
COUNTY OF CLARK

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared **ELIZABETH LANGLEY**, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Clark County, STATE OF NEVADA, this 21st day of November 1996.

Theresa A. Malley Notary Public

My commission expires 1/3/2000

Notary Public-State Of Nevada
COUNTY OF CLARK
THERESA A. MALLEY
My Appointment Expires
January 3, 2000
No. 92-2423-1

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer, is $**69,900.00**.

John R. Reynolds Affiant

Subscribed and sworn to before me
this 26 day of November 1995.

9730 11/26 0101 03CHECK 275.63

Notary Public

My Commission expires 22 March 1997

NOTE TO REGISTER:

Upon recording, please return the recorded instrument to:

JOHN R. REYNOLDS
Attorney at Law
217 Second Avenue, North
P. O. Box 190481
Nashville TN 37219-0481

RE EXIT IV langcher wd

**EXHIBIT A**

Being Lot No. 9 on the Plan of the Resubdivision of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11, The Pointe, as shown of record in Plat Book 6900, page 932, Register's Office for Davidson County, Tennessee.

BEGINNING at a point on the easterly margin of Harpeth Trace Drive, common corner Lots Nos. 9 and 10; thence, along the easterly margin of Harpeth Trace Drive 5.72 feet to a concrete monument; thence, continuing along the easterly margin of Harpeth Trace Drive and around a curve having a radius of 132.29 feet, 38.43 feet to a point, common corner Lots Nos. 9 and 8; thence, along the common boundary of Lots Nos. 9 and 8, South 89 degrees, 43 minutes, 27 seconds East 147.47 feet to a point; thence, leaving the common boundary lines of Lots Nos. 9 and 8, South 1 degree 59 minutes 40 seconds East 35.76 feet to a concrete monument; thence, North 83 degrees 02 minutes 54 seconds West 31.14 feet to a concrete monument; thence South 60 degrees 33 minutes 04 seconds West 47.39 feet to a point, common corner of Lots Nos. 9 and 10; thence along the common boundary of Lots Nos. 9 and 10, North 73 degrees 04 minutes 56 seconds West 125.20 feet to the point of beginning.

Being the same property conveyed to Steve Langley and wife, Elizabeth Langley, by Warranty Deed from James L. Caldwell, Jr., unmarried, as shown of record in Book 9738, page 737, Register's Office for Davidson County, Tennessee.

0250537

IDENTIFICATION REFERENCE

96 NOV 26 PM 3:45

REGISTER
DAVIDSON COUNTY, TN.

**EXHIBIT B**

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

2. 1996 State and County real property taxes, listed to Steve Langley and wife, Elizabeth Langley, Field Book No. 9DZ 73384, Map No. 143-2-A and Parcel No. 85, **$450.00**, now due and payable.

3. If improvements are completed after 1 January of any year, the law requires supplemental assessment for the year in which improvements are completed, as defined by Statute. The Company assumes no liability for taxes assessed by correction pursuant to the provisions of Tennessee Code Annotated, Sections 67-5-603, et seq.

4. Plan of the Resubdivision of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11, The Pointe, as shown of record in Book 6900, page 932, said Register's Office, shows an Owner's Certificate, a 20-feet minimum building setback line from Harpeth Trace, 5-feet easements for public utility and drainage purposes along the common boundary lines with Lots Nos. 8 and 9, 10-feet easements for public utility and drainage purposes along the rear lines which are broken lines, and an easement for sanitary sewers along the front of the property. Said Plan also indicates an area to be used for building site. Said Plan also shows certain notes and requirements to which reference is hereby made. Said notes and requirements include, but are not limited to the following, to wit:

"2. This Plat is . . . limited to single family residences.

" . . .

"4. This property is subject to Declaration of Covenants, Conditions, Restrictions, Limitations, Easements and/or Rights of liens and/or assessments contained in instruments of record in Book 6274, page 148, Book 5380, page 357, Book 5120, page 199, Book 5120, page 208, Book 4889, page 192, Book 5099, page 783, Book 5142, page 690, Book 5142, page 694, Book 5360, page 320, Book 5364, page 882, Book 6407, page 892 and Book 5102, page 956, all Register's Office for Davidson County, Tennessee.

"5. Each residential unit will be designed to have roof drainage and driveway drainage directed towards Harpeth Trace Drive. This drainage will be collected and discharged through a drainage structure crossing common area as shown and conveyed through Phase II, Harpeth Trace Associates.

" . . .

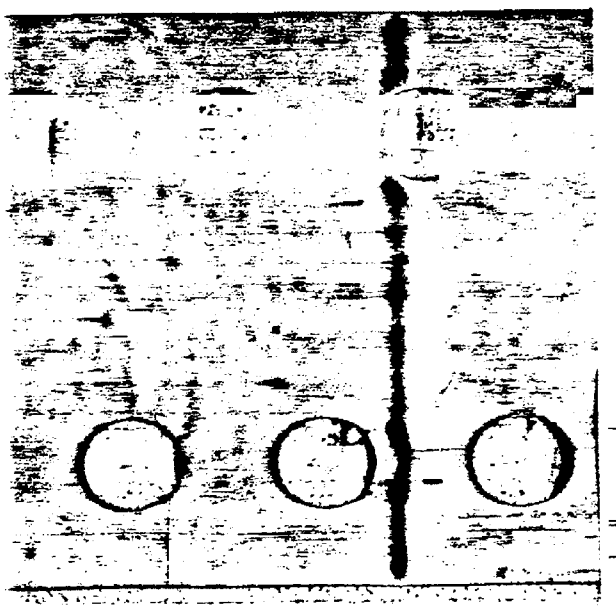
"8. All building permit applications must be approved by the Department of Public Works and the Department of Water and Sewerage Services.

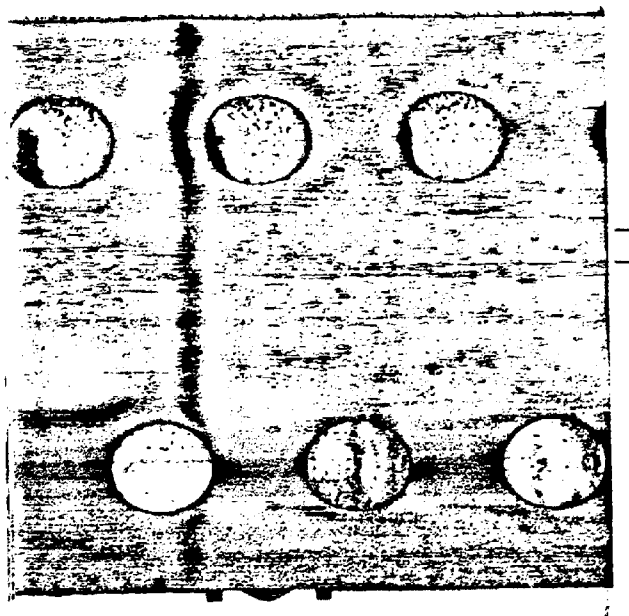
" . . .

"10. All structures shall be constructed in compliance with standards recommended in the 1986 Geotechnical study prepared by Geologic Associates, Inc."

5. The Declaration of Covenants, Conditions and Restrictions for The Pointe, including liens for annual and special assessments, all as more particularly set forth and contained in instrument of record in Book 7564, page 1, said Register's Office.

6. By-Laws of The Pointe Homeowners' Association, Inc., as shown of record in Book 7563, page 987, said Register's Office.





**OFFICIAL RECEIPT**

**FELIX Z. WILSON, II**

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

| | | |
|---|---|---|
| CO - CONVEYANCE | CC - CERTIFIED COPY | MISC - MISCELLANEOUS |
| MO - MORTGAGE | REL - RELEASE | CO TX - STATE TAX CONVEY |
| WD - WARRANTY DEED | UCC - UNIFORM COMMERCIAL CODE | MO TX - STATE TAX MORT |
| TD - TRUST DEED | | PRFEE - PROBATE FEE |

| DATE | SYMBOL | VALUATION | TAX AND FEES | TOTAL PAID |
|---|---|---|---|---|
| | | | | |

CAMT 69900.00
CON TX 258.63
PRFEE 1.00
WDEED 16.00
TOTAL 275.63
CHECK 275.63

11/26/96 01 15:48 0001 9730

BOOK 10272 PG 539

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0250537
IDENTIF. & REFERENCE

96 NOV 26 PM 3:45

REGISTER
DAVIDSON COUNTY, TN.

**No.** 1092416