This Instrument Prepared by

Eleanore Walker

Two Devon Square 744 W. Lancaster Ave.

Wayne, Pa 19087-2594

CIRC-00110

WARRANTY DEED

THIS INDENTURE, made this 6TH day of FEBUARY, A.D., 2002, between **STEVEN BAUX and KERRY E. BAUX, formerly known as KERRY E. SHAW, husband and wife**, of the City of ANTIOCH, State of TENNESSEE, First Parties, and

HABIB HANNA AND ABIR ABDEL MALAK, HUSBAND AND WIFE.

of the City of ANTIOCH, State of TENNESSEE, Second Parties

WITNESSETH; that said First Parties, for and in consideration of the sum of TEN DOLLARS ---------- ($ 10.00 ----------) DOLLARS and other good and valuable consideration to us in hand paid by Second Parties, the receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed, and do hereby grant, bargain, sell and convey unto the said Second Parties the following described premises, to wit:

LAND in Davidson County, Tennessee, being Lot No. 137 on the Plan of Asheford Crossing, Section Three, a Planned Unit Development, as of record in Book 9700, Page 545, Register's Office for Davidson County, Tennessee, to which said plan reference is hereby made for a more complete and accurate legal description thereof.

BEING the same premises which Gregory Burke and Stacy Lee Mason, by Deed recorded in Instrument No. 20010606-0059574, Register's Office for Davidson County, Tennessee in, granted and conveyed unto Steven Baux and Kerry E. Shaw, both unmarried, as joint tenants with rights of survivorship, in fee.

Davidson County DEEDWARR
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Fees:18.00 Taxes:512.45

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with the hereditaments and appurtenances thereto appertaining, hereby releasing all claims to homestead and dower therein. TO HAVE AND TO HOLD THE said premises to the said Second Parties, their heirs and assigns forever.

And said First Parties, for themselves and for their heirs, executors and administrators do hereby covenant with said Parties, their heirs, and assigns, that they are lawfully seized in fee simple of the premises above conveyed and have full power, authority and right to convey the same, and that said premises are free from all encumbrances except SEE EXHIBIT "A" ATTACHED HERETO

and that they will forever warrant and defend the said premises and the title thereto against the lawful claims of all persons whomsoever.

Whenever in this instrument a pronoun is used it shall be construed to represent either **singular or plural,** as the case may demand.

IN WITNESS WHEREOF the said First Parties hereunder set their hands and seals the day and year first above written.

_____(L.S.)

Steven Baux (L.S.)

_____(L.S.)

Kerry E. Baux (L.S.)

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }:ss

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State. **STEVEN BAUX and KERRY E. BAUX, formerly known as KERRY E. SHAW, husband and wife**, the within named bargainor, 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 office, in Davidson County, this 6th day of February 2002

Nikita Robinson Starnes
Notary Public

My Commission expires 11-27-2004

NIKITA ROBINSON STARNES NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN

THE NAME AND ADDRESS OF A PROPERTY OWNER
OWNER **HABIB HANNA AND ABIR ABDEL MALAK, HUSBAND AND WIFE**
ADDRESS **6009 MONROE CROSSING**
ANTIOCH, TN 37013

PERSON OR ENTITY RESPONSIBLE FOR PAYMENT OF TAXES:
SUNTRUST BANK, N.A.
ADDRESS P.O. Box 57028
Irvine, Ca 92619-7028

I hereby swear or affirm that the actual consideration or true value of this transfer, whichever is greater, is $ **138,500.00**. Affiant

Subscribed and sworn to before me this 14 day of May 2013.

Notary Public

DENISE C. ALLIS NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENNESSEE My Commission Expires May 30, 2004

EXHIBIT 'A'

1. All REAL PROPERTY taxes for the year 2002 and subsequent years, A LIEN, not yet due and payable (MAP 164-13, PARCEL 147).

2. All matters as set forth on the Plan of Asheford Crossing, Section Three, of record in Plat Book 9700, page 545, said Register's Office, which plan includes a 20-foot public utility and drainage easement along the front lot line; and a 10-foot public utility and drainage easement along the rear line.

3. Charter of AshefordCrossing Homeowners Association, Inc., of record in Book 9651, Page 895, said Register's Office.

4. Declaration of Restrictive Covenants for Asheford Crossing, of record in Book 9651, Page 900, Register's Office for DAVIDSON County, Tennessee.

5. Amendment No. 1 to Declaration of Restrictive Covenants, of record in Book 9980, page 482, said Register's Office.

6. Amendment No. 2 to Declaration of Restrictive Covenants, of record in Book 10301, Page 180, said Register's Office.

7. Amendment No. 3 to Declaration of Restirctive Covenants, of record in Book 10640, Page 9414, said Register's Office.

8. First Supplemental Declaration to Declaration of Restrictive Covenants, of record in Book 10353, Page 575, said Register's Office.

9. Second Supplemental Declaration to Declaration of Restrictive Covenants, of record in Book 10717, Page 975, said Register's Office.

10. Supplemental Declaration to Declaration of Restrictive Covenants, of record in Book 11455, Page 769, said Register's Office.

11. Supplemental Declaration to Declaration of Restrictive Covenants, of record in Instrument No. 20001018-0103441, said Register's Office.

12. Addendum to Third Supplemental Declaration to Declaration of Restrictive Covenants, of record in Instrument No. 20010410-0038191, said Register's Office.

13. By-laws of Asheford Crossing Homeowners Association of record in Book 9651, page 925, said Register's Office.