WARRANTY DEED

Davidson County DEEDWARR
Recvd: 06/02/03 11:42 2pgs
Fees:13.00 Taxes:187.70

20030602-0074578

STATE OF TENNESSEE
COUNTY OF WILLIAMSON
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 50,729.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 28 DAY OF May, 2003.

Notary Public

My Commission Expires: March 31, 2007
(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY
SETTLEMENT SERVICES OF TENNESSEE, LLC, 121 FIRST AVE. SUITE 210, FRANKLIN, TENNESSEE 37064 (615) 591-1156

Address of New Owners As Follows:	Send Tax Bills To:	Map Parcel No.
NVR, Inc. T/A FOX RIDGE HOMES 5115 Maryland Way, Suite 300 Brentwood, TN. 37027	Same	Map & Parcel 142-13-B Parcel 184 (Lot 70)

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged. We, ROCHFORD REALTY & CONSTRUCTION COMPANY, INC. hereinafter called Grantor have bargained and sold, and by these presents do transfer and convey unto NVR, INC., A VIRGINIA CORPORATION TRADING AS FOX RIDGE HOMES, hereinafter called Grantee, their heirs and assigns, a certain tract or parcel of land in DAVIDSON COUNTY, STATE OF TENNESSEE, described as follows, to-wit.

Being Lot No. 70, on the plan of Phase 5A, Riverside, of record in Instrument Book 20021107-137078, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being part of the same property conveyed to Rochford Realty & Construction Company, Inc., by warranty deed from Frank H. Carter and Wife, Delores H. Carter, Charles C. Handly, JR. & Mary Handly Beard of record in Book 7103, Page 48, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to:

Taxes for the year 2003 and subsequent, a lien but not yet due and payable.

All matters of record in Instrument # 200012080121080, Register's Office for Davidson County, Tennessee.

Declaration of covenants, conditions and restrictions of record in Book 7185, page 619; Book 7405, page 780; Book 8104, page 211; and in Book 11063, page 996, Register's Office for Davidson County, Tennessee.

Waterline Easements of record in Book 6970, pages 275 and 281, Register's Office for Davidson County, Tennessee.

Easement of Public Utilities of record in Book 6970, page 278, Register's Office for Davidson County, Tennessee.

Easements contained in instrument of record in Book 7103, page 48, Register's Office for Davidson County, Tennessee.

All matters contained in subdivision Boundary plat of record Book 6900, page 490, Register's Office for Davidson County, Tennessee.

Easement for Metropolitan Government of Nashville of record in Book 6972, page 45, Register's Office for Davidson County, Tennessee.

Easements of Record in Book 7574, page 645 and in Book 7489, page 638, Register's Office for Davidson County, Tennessee.

Agreement of Record in Book 7400, page 645, Register's Office for Davidson County, Tennessee.

Sewer line easement of record in Book 7803, page 642, Register's Office for Davidson County, Tennessee.

Subject to all matters shown on the plan of record for First Revision, Riverside, Phase 5A, of record in Instrument No. 20021107-0137078, Register's Office for Davidson County, Tennessee.

Subject to all matters shown on the plan of Riverside, Phase 5B, of record in Instrument No. 20030212-0019415, Register's Office for Davidson County, Tennessee.

HOA charter of record in Book 7829, page 703, Register's Office for Davidson County Tennessee.

All existing and recorded easements, rights of way and restrictions, all zoning regulations, building restrictions and setback lines, if any, and easements or right of ways for public utilities.

unimproved: (x)
This is improved: ( ) property, known as Lot 70, Riverside, Nashville, Tennessee. Phase 5A

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 heirs and assigns forever; and we do covenant with the said GRANTEES 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, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all person 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 MY HAND 28th day of May ,2003.

Rochford Realty & Construction Company, Inc.

By: _____
Don Rochford, Vice President of Administration

STATE OF TENNESSEE

COUNTY OF

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared **Don Rochford**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the **Vice-President of Administration** of Rochford Realty & Construction Company, Inc., a corporation, the within named bargainors, and that he as such **Vice-President of Administration** of Rochford Realty & Construction Company, Inc., executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as **Vice-President of Administration** of Rochford Realty & Construction Company, Inc.

Witness my hand and official seal at Nashville, Tennessee, this 28 day of May, 2003.

_____
Notary Public

My commission expires: March 31, 2007

NOTARY PUBLIC