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Rusty Title 48-A

THIS INSTRUMENT PREPARED BY: **Mudter Morgan & Patterson** **Attorneys-at-Law** **2000 Richard Jones Road** **Suite 110** **Nashville, Tennessee 37215** **Record & Return To:** **File Box 9B:** **First Title & Escrow Co., Inc.** **FTEC File No. 21431-07-2003**	STATE OF TENNESSEE, COUNTY OF DAVIDSON: The actual consideration or value, whichever is greater, for this transfer is: $ 134,025.00 Affiant Subscribed and sworn to before me, this 30th day of July, 2003. Notary Public My Commission Expires: 3/14/2005

WARRANTY DEED

Address New Owner: Aaron R. Manes Brandi A. Manes 7637 Leveson Way Nashville, TN 37211	**Send Tax Bills To:** Countrywide Home Loans, Inc. 718 Thompson Lane, #104 Nashville, TN 37204	**Tax Information:** Map No.173-09-0-A Parcel No. 167.00 C0

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, **Don B. Smithson d/b/a Don B. Smithson Construction** , ("Grantor"), has this day bargained and sold, and does hereby transfer and convey to **Aaron** K. **Manes and wife, Brandi Manes** ("Grantee"), its successors, heirs and assigns, all that tract or parcel of land in Davidson County, Tennessee, more particularly described on Exhibit "A" hereto.

This is Improved property located at 7637 Leveson Way, Nashville, TN, 37211

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to Grantee, its successors, heirs and assigns, forever.

And Grantor covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered, except as set out on Exhibit "A" hereto. Grantor further covenants and binds itself, its successors, heirs and assigns to warrant and forever defend the title to said real estate to Grantee, its successors, heirs and assigns against the lawful claims of all persons, except as set out on Exhibit "A" hereto.

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

IN WITNESS WHEREOF, Grantor has executed this instrument on this July 30th, 2003.

Don B. Smithson

STATE OF TENNESSEE, COUNTY OF DAVIDSON SS.:

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, aforesaid, **Don B. Smithson** , with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 30th day of July, 2003.

Notary Public

My Commission Expires: 5-30-04

CATHERINE R. VASS NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN. MY COMMISSION EXPIRES MAY

Davidson County DEEDWARR
Recvd: 08/04/03 09:14 2pgs
Fees:13.00 Taxes:495.89
20030804-0109841

EXHIBIT "A"

Land in Davidson County, Tennessee, being Lot No. 222 on the Plan of Revision Two Resubdivision of Lots 47, 48, 72, 73, and 63 Through 69 Section Two Lenox Village as of record in Instrument No. 20030115-0006163, Register's Office for Davidson County, Tennessee to which plan reference is made for a more complete description.

Being the same property conveyed to Don B. Smithson d/b/a Don B. Smithson Construction by deed dated March 27, 2003 from Lenox Village I, LLC, a Tennessee limited liability company of record in Instrument No. 20030331-0041485, Registers' Office for Davidson County, Tennessee.

This conveyance is made subject to:

1) 2003 City/County Taxes, which have been prorated and assumed by the Grantee(s);
2) 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;
3) Declaration of Covenants, Conditions and Restrictions for Lenox Village for the Residential Neighborhood of record in Instrument No. 20020315-0032826 as supplemented in Instrument No. 20021226-0158458, Register's Office for Davidson County, Tennessee, (omitting therefrom any covenants, conditions or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenants, conditions or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates tohandicap, but does not discriminate against handicapped persons).
4) Dedication of common area to Lenox Village Neighborhood Association, Inc. of record in Instrument No. 20020501-0053757 and re-recorded in Instrument No. 20020507-0056338, Register's Office for Davidson County, Tennessee.
5) Charter of Incorporation of Lenox Village Neighborhood Association, Inc., of record in Instrument No. 20020412-0045831, Register's Office for Davidson County, Tennessee.
6) Covenants, Conditions, Restrictions and Agreements, including the agreement to pay assessments for the maintenance of common areas, contained in the Master Deed for Lenox Village, of record in Instrument No. 20020315-0032825 as supplemented in Instrument No. 20021226-0158459, Register's Office for Davidson County, Tennessee.
7) Easements to the Metropolitan Government of Nashville and Davidson County for sanitary sewers and/or storm drainage, of record in Instrument No. 20011129-0130322, Register's Office for Davidson County, Tennessee.
8) All matters appearing on the Plan of Revision Two Resubdivision of Lots 47, 48, 72, 73 and 63 Through 69 Section Two Lenox Village of record in Instrument No. 20030115-0006163, Register's Office for Davidson County, Tennessee.
9) Provision set forth for the Granting of an Easement for right-of-way as set forth of record in Instrument No. 20010103-0000902, Register's Office for Davidson County, Tennessee.
10) Storm water detention agreement of record in Book 7361, page 230 and at Instrument No. 20020408-0042676 and Instrument No. 20020628-0078164, Register's Office for Davidson County, Tennessee.

DBS