WARRANTY DEED



Davidson County DEEDWARR
Recvd: 10/08/03 13:25 2pgs
Fees:13.00 Taxes:506.90



20031008-0149466

STATE OF TENNESSEE
County of Davidson
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 137,000.00

Dennis J Murphy

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 30th **September, 2003**

Tricia L Goodman

Notary Public

My Commission Expires: _____
(AFFIX SEAL)

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

Address of New Owners as Follows:	**Send Tax Bills To:**	**Map Parcel No.**
Dennis J. MURPHY and Mary L. MURPHY 3401 Anderson Road #90 Antioch, TN 37013	NVR Mortgage Finance, Inc. 5301 Virginia Way Brentwood, TN 37027	Map 138-15-0-B Parcel 90

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid by the hereinafter named Grantee, and other good valuable consideration, the receipt of which is hereby acknowledged, We, **NVR, INC., A VIRGINIA CORPORATION, T/A RYAN HOMES**, hereinafter called Grantor have bargained and sold, and by these presents do transfer and convey unto **DENNIS J. MURPHY AND MARY L. MURPHY, HUSBAND AND WIFE**, hereinafter called Grantees, their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit.

Land in Davidson County, Tennesee, being Unit No. 90, on the plan of a Horizontal Property Regime (Private Element) Phase 3, SMITH SPRINGS Townhomes, of record in Instrument No. 20020926-0117439, 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 NVR, INC. T/A RYAN HOMES by warranty deed from REGENT DEVELOPMENT, LLC F/K/A MCEWEN DEVELOPMENT, LLC of record in Instrument No. 20030317-0034867, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to:

a. Taxes and assessments for the year 2003, and subsequent years, which are a lien and not yet due and payable.

b. The Plan of record in Instrument #20020926-0117439, Register's Office for Davidson County, Tennessee.

c. Homeowners' Association Articles of record in Book 11666, page 149, and Register's Office for Davidson County, Tennessee.

d. Declaration of Covenants, Conditions and Restrictions for Smith Springs Townhomes contained in an instrument of record in Book 11666, page 151, and supplemented by Supplemental Declaration for Smith Springs Townhomes of record in Instrument No. 20010730-0080392, Register's Office for Davidson County, Tennessee.

e. Storm Water Detention Agreement of record in Book 11540, page 482, Register's Office for Davidson County, Tennessee.

f. Articles of Amendment to the Articles of Organization of McEwen Development, LLC n/k/a Regent Development, LLC, of record in Instrument #200003160026959, Register's Office for Davidson County, Tennessee.

g. By-Laws of record in Book 11666, page 191, Register's Office for Davidson County, Tennessee.

h. All other easements and restrictions of record in said Register's Office.

i. Lien for special assessments as contained in the Declaration of Covenants, Conditions and Restrictions.

j. Subject to rights of others in and to the common areas/elements.

k. Conveyance of Common Areas to Smith Springs Townhomes Homeowners Association of record in Instrument Number 200001110003643, 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: ( )
This is improved: (X) property, known as: **3401 Anderson Road #90, Antioch, TN 37013**

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 30th day of September, 2003.

NVR, Inc. t/a Ryan Homes, a Virginia corporation

JIM SPANGLER
Division Manager

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, the undersigned Notary Public in and for the County and State aforesaid, personally appeared JIM SPANGLER, Division Manager, who, being by me duly sworn, says that he is Division Manager of NVR Homes, Inc., t/a Ryan Homes, a Virginia corporation; that he signed and sealed said instrument on behalf of said NVR Homes, Inc., t/a Ryan Homes by its authority duly given, and the said Division Manager, acknowledged said instrument to be the act and deed of said NVR Homes, Inc., t/a Ryan Homes and the corporate seal was hereby affixed.

WITNESS my hand and notarial seal this 30th day of September, 2003.

NOTARY PUBLIC

My Commission expires: 2/24/07