Davidson County DEEDWARR
Recvd: 11/25/03 11:01 3pgs
Fees:18.00 Taxes:1184.00

20031125-0171117

THIS INSTRUMENT PREPARED BY: **Wesley D. Turner** **GULLETT, SANFORD, ROBINSON & MARTIN, PLLC** 230 FOURTH AVENUE, NORTH P. O. BOX 198888 NASHVILLE, TENNESSEE 37219-8888 (615) 244-4994	STATE OF TENNESSEE) COUNTY OF DAVIDSON) The actual consideration or value, whichever is greater, for this transfer is $320,000.00. Dean Charles Thiele Affiant Subscribed and sworn to before me, this 21st day of November, 2003. Notary Public My Commission Expires: My Commission Expires JAN. 27, 2007

NOTARY PUBLIC AT LARGE
WESLEY D. TURNER
DAVIDSON COUNTY TENN.

Address New Owner As Follows: Dean Charles Thiele and Melanie Renae Thiele 512 Banshire Court Brentwood, TN 37027	Send Tax Bills To: Same	Map-Parcel Number: 172-09-0-A 094.00

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars ($10.00), cash in hand paid by the hereinafter named Grantees, and other good and valuable consideration, the receipt of which is hereby acknowledged, **MICHAEL J. ZYLSTRA AND WIFE, GINA L. ZYLSTRA**, hereinafter called the Grantors, have bargained and sold, and by these presents does transfer and convey unto **DEAN CHARLES THIELE AND WIFE, MELANIE RENAE THIELE**, hereinafter called the Grantees, their heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows:

Land in Davidson County, Tennessee, being Lot No. 94 on the Plan of Banbury Crossing, Section Two, a Planned Unit Development, as of record in Book 9700, pages 605-609, inclusive, 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 property conveyed to Michael J. Zylstra, husband, and wife, Gina L. Zylstra, by deed from The Jones Company Custom Homes of Tennessee, Inc., a Tennessee corporation, of record as Instrument No. 20000403-0032622, Register's Office for Davidson County, Tennessee.

A new legal description was not prepared for this transaction. The legal description is the same as the previous instrument of record.

This conveyance is made subject to:

1. All matters as shown on the Plan of record in Book 9700, pages 605-609, and Adoption, Recertification and Approval of the Final Plat of Section Two of Banbury Crossing, of record in Book 10970, page 943, Register's Office for Davidson County, Tennessee.

2. All matters as shown on the P.U.D. Boundary Plat of Banbury Crossing of record in Book 9700, page 549, Register's Office for Davidson County, Tennessee.

3. Restrictions of record in Book 4148, page 75, page 196, page 247, page 254, page 261, page 264, and page 292; Book 2438, page 460; and Book 4693, page 691, said Register's Office.

4. Declaration of Covenants, Conditions and Restrictions of record in Book 10369, page 48, along with supplements and amendments thereto, of record in Book 10962, page 516; Book 11218, page 180; Instrument No. 20010523-0053234; and Instrument No. 20030728-0105031, said Register's Office.

5. Grant of Transmission Line Easements of record in Book 1174, page 153, and Book 2438, page 392, said Register's Office.

6. Storm Water Agreement of record in Book 10633, page 330, said Register's Office.

7. Charter of Banbury Crossing Homeowner's Association, Inc., of record in Book 11187, page 575, Register's Office for said County.

8. By-Laws of Banbury Crossing Homeowner's Association, Inc., of record as Instrument No. 20020610-0070239, said Register's Office.

This is improved property known as 512 Banshire Court, Brentwood, TN 37027.

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 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 further covenant and bind ourselves, our heirs and assigns, 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.

WITNESS my hand this 21st day of November, 2003.

Michael J. Zylstra

Gina L. Zylstra

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **MICHAEL J. ZYLSTRA**, the within named bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 21st day of November, 2003.

Notary Public

My Commission Expires: _____

WESLEY D. TURNER NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.
My Commission Expires JAN. 27, 2007

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **GINA L. ZYLSTRA**, the within named bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 21st day of November, 2003.

Notary Public

My Commission Expires: _____

WESLEY D. TURNER NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.
My Commission Expires JAN. 27, 2007