Davidson County DEEDWARR
Recvd: 04/22/04 13:15 2pgs
Fees:13.00 Taxes:403.30

20040422-0045826

WARRANTY DEED

STATE OF TENNESSEE
County of Davidson
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $109,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 15 April, 2004

Notary Public

My Commission Expires: 7/31/07
(AFFIX SEAL)

DONNA S. DUGAS NOTARY PUBLIC COMMONWEALTH OF VIRGINIA

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.
NVR, Inc., Fox Ridge Homes 5115 Maryland Way Brentwood, TN 37027	SAME	Map 58-9-0-A Parcels 20, 21, and 23

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, I, **SHELBY M. SMITH**, hereinafter called Grantor have bargained and sold, and by these presents do transfer and convey unto **NVR, INC., A VIRGINIA CORPORATION T/A FOX RIDGE HOMES**, 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.

Being Lots 20, 21 And 23, as shown on the Plan of Creekside Trails- Phase 1 , of record in Instrument No. 20001026-0106269, and as Amended in Instrument No. 20021210-0152343, Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to Shelby M. Smith by Deed from Eaton's Creek Real Estate Investors Fund, LLC, of record in Instrument No. 20020109-0003214, Register's Office for Davidson County, Tennessee.

Sonya C. Smith hereby joins in this conveyance to convey any and all interest she may have due to her marital status.

This conveyance is made subject to:

a. Taxes for the year 2004 and subsequent years, a lien which are not yet due and payable.

b. All matters on the Plan of Creekside Trails, Phase 1 of record in Instrument No. 20000126-0106269, and as Amended in Instrument No. 20021210-0152343, Register's Office for Davidson County, Tennessee.

c. Restrictive covenants contained in an instrument of record in Instrument No. 20000915-0092002; Supplement amendment of record in Instrument No. 20011025-0117168 and Second Supplement amendment of record in Instrument No. 20020828-0103983, Register's Office for Davidson County, Tennessee.

d. Subject to Charter of Eaton's Creek Park Homeowners Association of record as Instrument No. 20011126-0128291, Register's Office for Davidson County, Tennessee.

e. Subject to Charter of Eaton's Creek Park Real Estate Investors Fund, LLC of record in Book 10871, Page 532, Register's Office for Davidson County, Tennessee.

f. Easements for water mains and appurtenances of record in Book 6255, page 578, Register's Office for Davidson County, Tennessee.

g. Easement for sanitary sewers and/or storm drainage of record in Book 8326, page 230, Register's Office for Davidson County, Tennessee.

h. Subject to Storm Water Detention Agreement of record as Instrument No. 20001011-0100954, Register's Office for Davidson County, Tennessee.

i. Subject to temporary construction easements as set forth in Consent Judgment and Final Decree under Circuit Court for Davidson County, Tennessee, Docket No. 90C-3345.

j. Subject to the flow of Eaton's Creek and branches thereof.

k. No insurance is offered those portions of the premises enclosed within the bounds of Eaton's Creek Road.

l. Subject to the rights of others in and to the common areas and/or elements of Creekside Trails.

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 **EATONS CREEK Lot(S) 20, 21 & 23, Davidson County, TN.**

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 OUR HANDS this 15th day of April, 2004.

Shelby M. Smith

Sonya C. Smith

STATE OF TENNESSEE

COUNTY OF Davidson

Before me, the undersigned a Notary Public within and for the State and County aforesaid, personally appeared Shelby M. Smith and Sonya C. Smith with whom I am personally acquainted and who proved to me on the basis of satisfactory evidence and who upon their oath acknowledged that they executed the foregoing instrument for the purpose therein contained.

Witness my hand and official seal at office in Nashville, Tennessee on this the 15th day of April, 2004.

Notary Public

My commission expires: 1-29-05

NOTARY PUBLIC