THIS INSTRUMENT PREPARED BY:
Smith-Pitts, PLC
5210 Maryland Way, Suite 201
Brentwood, Tennessee 37027

Return To:
Buyers Title & Escrow, LLC
5210 Maryland Way, Suite 201
Brentwood, TN 37027

**Address New Owners:**
Benita Brown
3040 Split Oak Trail
Antioch, TN 37013

**Send Tax Bills To:**
NEW OWNER

**Map-Parcel Nos.**
149-7-C-24

Davidson County DEEDWARR
Recvd: 08/18/04 14:15 2pgs
Fees:13.00 Taxes:484.70

20040818-0099922

STATE OF TENNESSEE )
COUNTY OF Davidson)

The actual consideration or value, whichever is greater, for this transfer is $131,000.00.

Benita Brown
Affiant

Subscribed and sworn to before me this 11th day of August, 2004.

C. Leigh Wiggington
Notary Public
My Commission Expires: 2/17/08

LEIGH WIGGINGTON NOTARY PUBLIC LARGE WILLIAMSON COUNTY, TN

# WARRANTY DEED

**FOR AND IN CONSIDERATION** of the sum of Ten and No/100 Dollars cash in hand paid and other good and valuable consideration, the receipt of all of which is hereby acknowledged, **Greenvale Construction, LLC** (herein called the **GRANTOR**), has this day bargained and sold, and by these presents does transfer and convey unto **Benita Brown and Ashlee Lusk**(herein called the **GRANTEE**), all of the **GRANTOR'S** right, title and interest in and to that certain tract or parcel of real property located in the City of Antioch, Davidson County, State of Tennessee, described as:

Land in Davidson County, Tennessee, being Lot No. 24 on the Final Plat, Highlands of Chelsea Village, Section One, of record in Instrument No. 20040309-0026802 Register's Office for said County to which reference is hereby made for a more complete description.

Being a portion or the property conveyed to Greenvale Construction, LLC from Chelsea Village, LLC by Deed dated 03/17/04 and filed for record on 03/19/04 in Instrument No. 20040319-0031418, Register's Office for Davidson County, Tennessee. Said Property having been a portion of the Property conveyed to Chelsea Village, LLC by Deed dated 07/15/02 and filed for record on 07/29/02 in Instrument No. 20020729-0090514 said Register's Office.

This conveyance is made subject to property taxes for the year 2004 which have been prorated and assumed by Grantee herein and to any and all easements, covenants, conditions and/or restrictions of record including but not limited to: All matters as set forth per Plat of record in Inst. No. 20040309-0026802, Register's Office for Davidson. PUD Boundary Plat of record in Instrument No. 20030203-0014146 said Register's Office. Storm Water Detention Agreement of record in Instrument No. 20030226-0025748 said Register's Office. HOA Charter of record in Book 8813, page 192 and By-Laws of record in Book 8082, page 348 Register's Office for said County. Water Main Easement of record in Book 8127, page 873 and Book 8127, page 878 said Register's Office. Sanitary Sewer Easement of record in Book 8127, page 913 said Register's Office. Restrictive covenants recorded in Book 8082, page 329, Book 8083, page 386, Book 8842, page 434 and Information Brochure in Book 8082, page 362 Davidson County Register's Office..

THIS IS **IMPROVED** PROPERTY KNOWN AS 3040 Split Oak Trail, Antioch, TN 37013

**TO HAVE AND TO HOLD** the said real property, together with the appurtenances, estate, title and interest thereto belonging to the said **GRANTEE**, its successors and assigns forever. **GRANTOR** does covenant that it is lawfully seized and possessed of said real property, in fee simple, has good right to

convey said real property, and that the same is unencumbered, except as set forth herein.

**GRANTOR** further covenants and binds itself, its heirs, successors, assigns and representatives, to warrant and forever defend the title to the said real property to said **GRANTEE**, its successors and assigns, against the lawful claims of all other persons whomsoever, except for any such claims arising out of or in connection with the matters set forth herein

**IN WITNESS WHEREOF, GRANTOR** has executed this Warranty Deed on this 11th day of August, 2004

**Greenvale Homes, LLC**

**BY:** _____
**Shane McFarland**
**Chief Financial Officer.**

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STATE OF TENNESSEE )
COUNTY OF Davidson)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Shane McFarland, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself/herself to be the Chief Financial Off. of Greenvale Construction, LLC the within named bargainor, and that as such Chief Financial Off. being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the bargainor by himself/herself as Chief Financial Off.

Witness my hand and seal, at office in Tennessee, this the 11th day of August, 2004

C. Leigh Wigginton
NOTARY PUBLIC

My Commission Expires: 2/17/08

C. LEIGH WIGGINTON
NOTARY PUBLIC AT LARGE
WILLIAMSON COUNTY, TN