**RECORDER: PLEASE DO NOT PUBLISH**

Davidson County DEEDWARR
Recvd: 09/23/04 08:35 3pgs
Fees:18.00 Taxes:810.72
20040923-0114506

RECORD & RETURN TO:
FILE BOX 36, Davidson County

# WARRANTY DEED

STATE OF TENNESSEE, COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER FOR THIS TRANSFER IS $219,114.00.

*Affiant*

Subscribed and sworn to me on September 16, 2004

NOTARY PUBLIC

AMY FREDRICKSON NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

THIS INSTRUMENT WAS PREPARED BY:
Richard W. Sebastian
ORTALE, KELLEY, HERBERT & CRAWFORD
200 Fourth Avenue North
Nashville, TN 37219-0375
Our File #20302SP

| NAME/ADDRESS OF NEW OWNER: | SEND TAX BILLS TO: | MAP – PARCEL # |
|---|---|---|
| William Aaron Fortner and Kelly B. Fortner<br>609 Sitting Mill Court<br>Nashville, TN 37211 | SAME | 173-09-A-139.00 CO |

**FOR AND IN CONSIDERATION** of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantees, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Regent Homes, LLC, a Tennessee Limited Liability Company, hereinafter called **"GRANTOR,"** has bargained and sold, and by these presents does transfer and convey unto William Aaron Fortner and wife, Kelly B. Fortner, hereinafter called **"GRANTEES,"** their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

> Land in Davidson County, Tennessee, being Lot No. 217 on the plan of Lenox Village II, Section One, of record as Instrument No. 20030106-0001756, Register's Office for Davidson County, Tennessee, to which plan reference is made for a more complete and accurate description.
>
> Being a portion of the same property conveyed to Regent Homes, LLC, a Tennessee Limited Liability Company, by Deed from Lenox Village II, LLC, a Tennessee Limited Liability Company, of record as Instrument No. 20040415-0042655, Register's Office for Davidson County, Tennessee.

The conveyance of the above-described parcel of land is subject to the following:

1. 2004 Davidson County taxes which have been prorated by the parties and assumed by the Grantees; and

2. Matters shown on plan of record as Instrument No. 20030106-0001756 in the Register's Office for Davidson County, Tennessee; and
3. Terms, conditions, easements, rights and liens as set forth in the Declaration of Covenants, Conditions and Restriction for Lenox Village, of record in Instrument No. 20020315-0032826, as amended in Instrument No. 20021226-0158458, Register's Office for Davidson County, Tennessee, but omitting any covenant, condition or restriction, if any based on race, color religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap but does not discriminate against handicapped persons; and
4. Easement for sanitary sewers and/or storm drainage, of record as Instrument No. 20010918-0100850, and Instrument No. 20010918-0100582, Register's Office for Davidson County, Tennessee; and
5. Storm water detention agreement of record as Instrument No. 20020722-0087469 and Instrument No. 20020628-0078164, Register's Office for Davidson County, Tennessee; and
6. Charter of Lenox Village Neighborhood Association, Inc., of record as Instrument No. 20020412-0045831, Register's Office for Davidson County, Tennessee; and
7. 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.

This property is also known as improved property located at 609 Sitting Mill Court, Nashville, TN 37211.

**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 GRANTOR does covenant with the said GRANTEES that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and GRANTOR does further covenant and bind itself, its successors 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 persons 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 on September 16, 2004.

Regent Homes, LLC,
a Tennessee Limited Liability Company:

By: _____

Title: _____

STATE OF TENNESSEE, COUNTY OF DAVIDSON

Before me, the undersigned authority, of the State and County aforesaid, personally appeared DAVID C. MCGOWAN JR, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, swore to and acknowledged himself to be the CHIEF MGR of REGENT HOMES, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, the within named bargainor, and that he as such CHIEF MGR executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as CHIEF MGR.

Witness my hand, at office, this 16th day of September, 2004.

_____
Notary Public

RICHARD W. SEBASTIAN NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

NOTARY PUBLIC
AT LARGE
Richard W. Sebastian
My Commission Expires
March 22, 2008
STATE OF TENNESSEE