This instrument is being re-recorded to correct the capacity of the grantor

File #200470033

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

PLEASE RETURN TO ADDRESS BELOW

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 107,263.00.

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 26th day of October, 2004.

Notary Public

MY COMMISSION EXPIRES: 07/09/06 (AFFIX SEAL) 7/9/06

THIS INSTRUMENT WAS PREPARED BY
David W. Kious, Attorney, 1418 Kensington Square Court, Bldg. F, Murfreesboro, TN 37130

WARRANTY DEED

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
David Perry and Sara Stewart	First Tennessee Home Loans	Map: 163-05-B-178
(NAME) 5170 Hickory Hollow Parkway #177	(NAME) 1602 Northfield Blvd. Suite 300	Parcel:
(ADDRESS) Antioch TN 37013	(ADDRESS) Murfreesboro, TN 37129	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of TEN dollars, cash in hand paid by the hereinafter named GRANTEES, and other good and valuable considerations, the receipt of which is hereby acknowledged, **GREENVALE CONSTRUCTION, A TENNESSEE LIMITED LIABILITY COMPANY,** hereinafter called the GRANTORS, have bargained and sold, and by these presents do transfer and convey unto **DAVID B. PERRY, an unmarried man AND SARA C. STEWART,** an unmarried woman hereinafter called the 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, Tennessee, being all of Lot No. 143, on the Plan of Master Deed Lot Layout (Private Element), Phase IV, Mill Park (formerly Hickory Hollow Townhomes), as shown by plat appearing of record in Instrument No. 20031117-0167241, of the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for more complete details of said lot.

Being a part of the same property conveyed to Vastland/Eatherly/McClung, Development, LLC, a Tennessee limited liability company, by Warranty Deed dated September 5, 1997 of record in Book 10638, Page 354, and being part of the same property further conveyed to Greenvale Construction, a Tennessee limited liability company, (a/k/a Greenvale Construction, LLC, a Tennessee limited liability company), by Special Warranty Deed dated December 17, 2003 of record in Instrument No. 20031229-0183343, Register's Office for Davidson County, Tennessee.

This conveyance is subject to the following:
Declaration of Covenants, Conditions and Restrictions of record in Book 10719, Page 425, as amended of record in Book 11167, Page 757 and supplemented in Instrument No. 20031117-0167241; By-Laws of record in Book 10719, Page 464, as amended of record in Book 11167, Page 759; Charter of the Homeowners' Association of record in Book 10719, Page 419; Detention Pond Agreement of record in Book 10506, Page 278; Easement to BellSouth of record in Book 11378, Page 991; Quitclaim Deed to the Homeowners' Association for Common Areas of record in Book 11221, Page 249; Subject to all matters of record on the Boundary plat for Hickory Hollow Townhomes of record in Book 9700, Pages 538 and 539, and, any and all matters shown on plat of record in Instrument No. 20031117-0167241; all in the Register's Office for Davidson County, Tennessee.

Unimproved ( )
This is improved (x) property, known as 5170 Hickory Hollow Parkway #177, Antioch, TN 37013
(House Number) (Street) (P.O. Address) (City or Town) (Postal Zip)

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 Grantors covenant with the said GRANTEES that they 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 except for the current year property taxes which are being prorated between the parties and agreeing to pay said tax when due; and Grantors further covenant and bind themselves, their 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 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.

RE-RECORD

Witness our hands this 26th day of October, 2004.

Greenvale Homes, LLC.

BY: _____

Shane McFarland

~~Chief Financial Manager~~
Authorized Agent

Davidson County DEEDWARR
Recvd: 01/14/05 10:21 2 pgs
Fees:12.00 Taxes:0.00
20050114-0005293

Davidson County DEEDWARR
Recvd: 11/08/04 12:38 2pgs
Fees:13.00 Taxes:396.87
[redacted]
20041108-0134286

STATE OF Tennessee

COUNTY OF Rutherford

Before me, the undersigned Notary Public, of the state and county 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 to be the *Chief Financial Manager of Greenvale Construction, LLC, a Tennessee Limited Liability Company, the within named bargainor, and that he as such *Chief Financial Manager, as duly authorized, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as *Chief Financial Manager *Authorized Agent

Witness my hand and official seal, this 26th day of October, 2004.

Vanessa E Allen

Notary Public

My Commission Expires: 7/9/04

VANESSA E. ALLEN NOTARY PUBLIC AT LARGE RUTHERFORD COUNTY, TN

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

(SEAL)

Mail After Recording To:
Rebecca Manaska
Southern Title Services, LLC
1418 Kensington Square Court, Bldg. F
Murfreesboro, TN 37130