20545

D
Box 36

RECORD & RETURN TO:
FILE BOX 36, Davidson County

WARRANTY DEED

Davidson County DEEDWARR
Recvd: 02/01/05 15:06 3 pgs
Fees:18.00 Taxes:886.76

20050201-0011815

STATE OF TENNESSEE, COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER FOR THIS TRANSFER IS $239,664.00.

Affiant

Subscribed and sworn to me on January 31, 2005.

NOTARY PUBLIC

JEREMY H. CHERRY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY TENN.

NOTARY PUBLIC
AT LARGE
Jeremy H. Cherry
My Commission Expires
May 30, 2007
STATE OF TENNESSEE

THIS INSTRUMENT WAS PREPARED BY:
Richard W. Sebastian
ORTALE, KELLEY, HERBERT & CRAWFORD
200 Fourth Avenue North
Nashville, TN 37219-0375
Our File #20545

NAME/ADDRESS OF NEW OWNER:	SEND TAX BILLS TO:	MAP – PARCEL #
William G. Carver Rose M. Carver 7748 Porter House Drive Nashville, TN 37211	SAME	173-09-A-213.00

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, W.H. Smithson, LLC, a Tennessee Limited Liability Company, hereinafter called **"GRANTOR,"** has bargained and sold, and by these presents does transfer and convey unto William G. Carver and Rose M. Carver, husband and wife, 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. 159, on the Plan of Phase "B", Lenox Village, of record in Instrument No. 20031024-0157237 in the Register's Office for Davidson County, Tennessee, to which plan reference is made for a more complete and accurate description.
>
> Being the same property conveyed to W.H. Smithson, LLC, a Tennessee limited liability company, by deed from Lenox Village I, LLC, a Tennessee limited liability company, of record as Instrument No. 20040827-0103673, Register's Office for Davidson County, Tennessee.
>
> The conveyance of the above-described parcel of land is subject to the following:
>
> 1. 2005 Davidson County taxes which have been prorated by the parties; 2005 and subsequent taxes are assumed by the GRANTEES; and

2. Matters shown on plan of record as Instrument No. 20031024-0157237 in the Register's Office for Davidson County, Tennessee; and
3. Master Deed Restrictions of record as Instrument No. 20020315-0032825, and Supplemental Master Deed Restrictions of record as Instrument No. 20021226-0158459, Register's Office for Davidson County, Tennessee; and
4. Declaration of Carter, Easements, Covenants and Restrictions for the Residential Neighborhood of record as Instrument No. 20020315-0032826, and Supplemental Declaration of Charter, Easements, Covenants and Restrictions of record as Instrument No. 20021226-0158458, Register's Office for Davidson County, Tennessee; and
5. Ingress/Egress Easement reserved in Instrument No. 20010103-0000902, in said Register's Office; and
6. Easement for sanitary sewer, water mains and appurtenances of record as Instrument No. 20011129-0130322, in said Register's Office; and
7. Storm Water Detention Agreement granted to the Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Book 7361, page 230 and as Instrument No. 20020408-0042676, Register's Office for Davidson County, Tennessee; and
8. Charter of Lenox Village Neighborhood Association, Inc., of record as Instrument No. 20020412-0045831, in said Register's Office; and
9. Access Easement retained by the Lord's Chapel Church as set out in Deed of record as Instrument No. 20010103-0000902, Register's Office for Davidson County, Tennessee; and
10. Sanitary Sewer and/or Storm Drainage Easement of record in Book 7985, page 449, Register's Office for Davidson County, Tennessee; and
11. 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 7748 Porter Hose Road, 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 January 31, 2005.

W.H. Smithson, LLC, a Tennessee Limited Liability Company:

By: _____

Title: Pres.

STATE OF TENNESSEE, COUNTY OF DAVIDSON

Before me, the undersigned authority, of the State and County aforesaid, personally appeared Don B. Smithson, 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 President of W.H. SMITHSON, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, the within named bargainor, and that he as such President executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as President.

Witness my hand, at office, this 31st day of January, 2005.

_____
Notary Public

GERALD G. PATTERSON
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.

My Commission Expires
SEPT. 22, 2007