RECORD & RETURN TO:
FILE BOX 36, Davidson County

WARRANTY DEED

Davidson County DEEDWARR
Recvd: 02/02/05 14:09 3 pgs
Fees:18.00 Taxes:710.35

20050202-0012365

STATE OF TENNESSEE, COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER FOR THIS TRANSFER IS $191,987.00.

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 #20540

NAME/ADDRESS OF NEW OWNER:	SEND TAX BILLS TO:	MAP – PARCEL #
Eva J. Giverc 1009 Loxley Drive Nashville, TN 37211	SAME	173-9-A-327 CO

FOR AND IN CONSIDERATION of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantee, 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 Eva J. Giverc, a single woman, hereinafter called **"GRANTEE,"** her 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. 246, on the Plan Lenox Village, Phase 4, of record in Instrument No. 20040806-0094784, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being a part of the same property conveyed to Regent Homes, LLC, a Tennessee Limited Liability Company, by Warranty Deed from Lenox Village I, LLC, a Tennessee Limited Liability Company, of record as Instrument No. 20040830-0104751, 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 paid by Grantor; 2005 and subsequent taxes are assumed by the Grantee; and
2. Matters shown on plan of record as Instrument No. 20040806-0094784, Register's Office for Davidson County, Tennessee; and
3. Master Deed Restrictions of record as Instrument No. 20020315-0032825, and Supplement 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. 20031212-0178492, Register's Office for Davidson County, Tennessee; and
5. Easement for sanitary sewer, water mains and appurtenances of record as Instrument No. 20011129-0130322, Register's Office for Davidson County, Tennessee; and
6. Storm 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
7. Charter of Lenox Village Neighborhood Association, Inc., of record as Instrument No. 20020412-0045831, Register's Office for Davidson County, Tennessee; and
8. Sanitary Sewer and/or Storm Drainage Easement of record in Book 7985, page 449, in said Register's Office, for Davidson County, Tennessee; and
9. 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 1009 Loxley Drive, 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 GRANTEE, her heirs and assigns, forever, and GRANTOR does covenant with the said GRANTEE 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 GRANTEE, her 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.

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 31st day of January, 2005.

R. W. Sebastian

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