31B
S&R
Tract

GENERAL WARRANTY DEED

TO:	C. Mark Carver and wife, Pamela H. Carver	THIS INSTRUMENT PREPARED BY: Michael D. Roberts, Esq. Sherrard & Roe, PLC 424 Church Street, Suite 2000 Nashville, TN 37219
FROM:	Castle Contractors, LLC	

Address New Owner(s) as Follows:	Send Tax Bills To:	Map/Parcel Numbers
C. Mark Carver and wife, Pamela H. Carver 528 Midway Circle Brentwood, TN 37027	Same	Map 117-13-0-B Parcel 175.00 CO

Davidson County DEEDWARR
Recvd: 09/28/05 13:46 4 pgs
Fees:23.00 Taxes:847.30

20050928-0116555

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

TRACI HENRY Notary Public At Large DAVIDSON COUNTY, TENN.
My Commission Expires July 29, 2006

The actual consideration for this transfer is $229,000.00.

Affiant

Sworn to and subscribed before me, this 27th day of September 27, 2005.

Notary Public

My Commission Expires: 7-29-06

GENERAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten Dollars, cash in hand paid by the hereinafter named Buyer, and other good and valuable considerations, the receipt of which is hereby acknowledged **Castle Contractors, LLC** (hereinafter called the "Seller"), have bargained and sold, and by these presents do transfer and convey unto **C. Mark Carver and wife, Pamela H. Carver** (hereinafter collectively, called the "Buyer"), and Buyer's successors and assigns all of Seller's interest in certain real property located in Davidson County, Tennessee, described on Exhibit A attached hereto and incorporated herein by reference, and any improvements thereon.

The above-referenced property is conveyed subject to the matters set forth on Exhibit B attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the said real property, together with all rights and appurtenances thereunto belonging or in any wise appertaining to Buyer, its successors and assigns, forever in fee simple. Seller further covenants and binds itself, its representatives, successors and assigns to warrant and defend the title to said real estate to Buyer, and Buyer's successors and assigns, against the lawful claims of all persons (other than claims arising out of the matters set forth in Exhibit B hereto). 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.

Castle Contractors, LLC is one and the same as Castle Contractors.

IN WITNESS WHEREOF, Seller has caused this General Warranty Deed to be executed effective as of the 27th day of September, 2005.

SELLER:

Castle Contractors, LLC

By: _____
Alan Looney, Chief Manager

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Alan Looney with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Chief Manager of Castle Contractors, LLC a Tennessee limited liability company, the within named bargainor, and that he as such Chief Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Chief Manager.

Witness my hand and seal at office in Nashville, Tennessee, this 27th day of September, 2005.

TRACI HENRY
Notary Public At Large
DAVIDSON COUNTY, TENN.

My Commission Expires
July 29, 2006

_____
Notary Public

EXHIBIT A

PROPERTY DESCRIPTION

LAND in Davidson County, Tennessee, being Lot No. 1009, on the Plan of Abbottsford Phase 2, Rev. 1, as shown on plat of record in Instrument No. 20010502-0044874, in the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

BEING the same property conveyed to Castle Contractors, LLC, by Deed of Record in Instrument No. 20041020-0126832, Register's Office for Davidson County, Tennessee.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Real property taxes for 2005, a lien not yet due and payable.

2. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Abbottsford Phase II, as recorded in instrument No. 200105020044874, revised at instrument No. 20020305-0027572 and Plat Correction at Instrument No. 20020828-0104512, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

3. Declaration of Covenants, Conditions and Restrictions recorded in Book 6537, Page 303 as amended and restated in Book 8106, Page 1 and Book 10458, Page 810, as amended at instrument No. 20010330-0030930 and Supplemental Declaration at Instrument No. 20010502-0045152 re-recorded at Instrument No. 20010514-0049688, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

4. Terms and provisions of By-Laws of Abbottsford Homeowners Association, Inc. recorded in Book 8106, page 22, amended in Book 8627, Page 254 and Book 9381, Page 876.

5. Storm Water Detention Agreement as set forth in instrument recorded in Instrument No. 20010425-0040838.

6. Charter recorded in Book 6548, Page 213.