21044

(1) Box 36

Davidson County DEEDWARR
Recvd: 10/04/05 14:32 3 pgs
Fees:18.00 Taxes:1000.79

20051004-0119387

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 $270,483.25.

Scott E. Burgess
*Affiant*

Subscribed and sworn to me on September 30, 2005.

NOTARY PUBLIC

JEREMY H. CHERRY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TN

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 #21044SP

| NAME/ADDRESS OF NEW OWNER: | SEND TAX BILLS TO: | MAP – PARCEL # |
|---|---|---|
| Scott E. Burgess & Raymond A. Whitledge 1409 Alteras Circle Nashville, TN 37211 | SAME ADDRESS AS NEW OWNER | 173-9-A-402 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 do transfer and convey unto Scott E. Burgess, an unmarried man and Raymond A. Whitledge, an unmarried man, 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. 336 on the Plan of Phase 5, Lenox Village, as shown by plat appearing of record in Instrument No. 20050120-0007427, of the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for more complete details of said lot.
>
> Being a portion of the same property conveyed to Regent Homes, LLC, a Tennessee limited liability company, by Deed from Lenox Village I, LLC, a Tennessee limited liability company, of record as Instrument No. 20050719-0083586 in the 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 and paid by Grantor; 2006 and subsequent County Taxes are assumed by the Grantees; and
2. Matters shown on Plan of record as Instrument No. 20050120-0007427, in the Register's Office for Davidson County, Tennessee; and

3. Master Deed Restrictions of record as Instrument No. 20020315-0032825, as made applicable by Supplemental Master Deed Restrictions of record as Instrument No. 20040526-006221, in said Register's Office; and
4. Declaration of Charter, Easements, Covenants and Restrictions for the Residential Neighborhood of record as Instrument No. 20020315-0032826, as made applicable by Supplemental Declaration of Charter of record as Instrument No. 20040526-0062220, as corrected by Instrument No. 20050113-0005133, in said Register's Office; and
5. Charter of Lenox Village Neighborhood Association, Inc., of record as Instrument No. 20020412-0045831, in said Register's Office; and
6. Easements for sanitary sewers and/or storm drainage of record as Instrument No. 20010918-0100849 and Instrument No. 20010918-0100851, in said Register's Office; and
7. Stormwater Detention Agreement of record as Instrument No. 20040305-0025146, in said Register's Office; and
8. Restrictive Covenant for Detached Structure of record as Instrument No. 20050421-0044595, in said Register's Office; 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 1409 Alteras Circle, 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 30, 2005.

**Regent Homes, LLC, a Tennessee Limited Liability Company:**

**By:** _____

**Its:** _____

**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 Manager of REGENT HOMES, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, the within named bargainor, and that he as such Chief Manager 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 official seal on September 30, 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