This Instrument Prepared By:
Title Enterprises, LLC
320 Seven Springs Way
Suite 150, Seven Springs I
Brentwood, Tennessee 37027
6050681

Davidson County DEEDWARR
Recvd: 10/04/05 14:52 3 pg:
Fees:18.00 Taxes:747.40

20051004-0119493

Send Tax Bills To:
SAME

New Owner is:
Barry and Brian Yoeckel
7719 Porterhouse Drive
Nashville, TN 37211

MAP: 173-09-O-A
PARCEL: 165.00 CO

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, **Joshua S. Phillips and Stacy L. Phillips**, hereinafter referred to as Grantor, has bargained and sold, and by these presents do transfer and convey unto the said **Barry Yoeckel, unmarried, and Brian Yoeckel, unmarried**, hereinafter referred to as Grantee, its heirs and assigns, certain tracts or parcels of land in **Davidson** County, State of Tennessee, more particularly described as follows, to-wit:

A certain tract or parcel of located in Davidson County, Tennessee, described as follows to-wit:

Being Lot 224 on the Plan of Revision Two, Section Two, Lenox Village, of record as Instrument No. 20030115-0006163, Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to Joshua S. Phillips and Stacy L. Phillips, husband and wife by Warranty Deed from NVR, Inc., A Virginia Corporation T/A Virginia Corporation dated 8/28/03, recorded 9/5/03, in Instrument No. 200309050130245, Register's Office for Davidson County, Tennessee.

This conveyance is subject to the following:

Declaration of Covenants, Conditions, and Restrictions of record in Instrument No. 20020315-0032826, and in Instrument No. 20020911-0110906, said Register's Office; Easements and/or setback lines of record in Plat Instrument No. 200301150006163, said Register's Office; Master Deed of record in Instrument No. 20020315-0032825, Register's Office for Davidson County, Tennessee; Easement for sanitary sewer, storm drainage and water main with appurtenances of record in Instrument No. 20011129-0130322, Register's Office for Davidson County, Tennessee; Easement for sanitary sewer and/or storm drainage of record in Instrument No. 20011106-0121932, and Book 7361, page 230, and Book 7985, page 449, and Instrument No. 20010918-0100850, Register's Office for Davidson County, Tennessee; Easement for water mains and appurtenances of record in Instrument No. 20011112-0123853, Register's Office for Davidson County, Tennessee; Easement for stormwater detention of record in Instrument No. 20020408-0042676, Register's Office for Davidson County, Tennessee; Charter of Homeowners Association of record

in Instrument No. 20010412-0045831, Register's Office for Davidson County, Tennessee; Access Easement as retained by Lord's Chapel Church in deed of record in Instrument No. 20010103-0000902, Register's Office for Davidson County, Tennessee; Easement for the flow of water of unnamed tributary of Mill Creek and the rights of the public therein; Rights of upper and lower riparian owners to the flow of an unnamed tributary of Mill Creek free from diminution and pollution; Terms, provisions, covenants, restrictions, easements, charges, assessments and liens provided in the Covenants, Conditions and Restrictions of record as in Instrument No. 20020315-0032825, as supplemented in Instrument No. 20021226-0158458, and Instrument No. 20021226-0158459, Register's Office for Davidson County, Tennessee; Rights of others in and to the common areas of Lenox Village; Easement for Right of Way and sign of record in Instrument No. 20010103-0000902, Register's Office for Davidson County, Tennessee; All matters as set out on the plan of record in Book 421, page 146, Register's Office for Davidson County, Tennessee.

Subject to lien for special assessments as contained in the restriction.

JP SP Sellers Ints.

TO HAVE AND TO HOLD the said tracts or parcels of land with the appurtenances, estate, title and interest thereto belonging to the said Grantee, their heirs and assigns, forever.

The Grantor does covenant with the said Grantee that the Grantor is lawfully seized and possessed of said tracts and parcels of land in fee simple, and have a good right to convey same and that same is unencumbered, except for the taxes for the current year and which have been prorated and assumed by the Grantee.

The Grantor does further covenant and bind themselves and their heirs and representatives to warrant and forever defend the title to the said tracts or parcels of land to the said Grantee, their heirs and assigns against the lawful claims of all persons whomsoever.

WITNESS our hands this 28 day of September, 2005.

GRANTOR:

Joshua S. Phillips

Stacy L. Phillips

ACKNOWLEDGMENT

STATE OF TENNESSEE)
COUNTY OF Davidson)

Before me, the undersigned a Notary Public within and for the State and County aforesaid, personally appeared **Joshua S. Phillips and Stacy L. Phillips**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal on this the 28 day of September, 2005.

Notary Public

My Commission Expires: 9-19-09

DAVID ROETGER NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE)
COUNTY OF Davidson)

The actual consideration or value, whichever is greater, for this transfer is $202,000.00.

Affiant

SWORN TO and subscribed before me this 28 day of September, 2005

NOTARY PUBLIC

My commission expires:

9-19-09

DAVID ROETGER NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.