THIS INSTRUMENT PREPARED BY:
Smith-Pitts, PLC
5210 Maryland Way, Suite 201
Brentwood, Tennessee 37027

RETURN TO:
Buyers Title & Escrow, LLC
5210 Maryland Way, Suite 201
Brentwood, TN 37027
615-370-5154

Davidson County DEEDWARR
Recvd: 12/07/05 09:46 2 pgs
Fees:13.00 Taxes:596.27
20051207-0147085

Address New Owners:
Linda Hazel
3309 Cain Harbor Drive
Nashville, TN 37214

Send Tax Bills To:
NEW OWNER

Map-Parcel Nos.
062-02-0B-102.00

STATE OF TENNESSEE)
COUNTY OF Davidson)

The actual consideration or value, whichever is greater, for this transfer is $161,155.00.

Affiant

Subscribed and sworn to before me this 2nd day of December, 2005

Notary Public
My Commission Expires: 5/26/09

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars cash in hand paid and other good and valuable consideration, the receipt of all of which is hereby acknowledged, **Beazer Homes Corp d/b/a Phillips Builders** (herein called the **GRANTOR**), has this day bargained and sold, and by these presents does transfer and convey unto **Linda Hazel** (herein called the **GRANTEE**), all of the **GRANTOR'S** right, title and interest in and to that certain tract or parcel of real property located in the City of Nashville, Davidson County, State of Tennessee, described as:

Land in Davidson County Being Lot No. 31 on the Plan of First Amendment Abbington Park, Phase One, Section Three of record in Plat Book 20040728-0090230, said Registers Office.

Being the same property conveyed to Beazer Homes Corp. d/b/a Phillips Builders, a Tennessee Corporation from J.E. Stevenson, Trustee by Warranty Deed of record in Instrument No. 20011005-0108947, Davidson County Register of Deeds, dated 10/05/01.

This conveyance is made subject to property taxes for the year 2005 which have been prorated and assumed by Grantee herein and to any and all easements, covenants, conditions and/or restrictions of record including but not limited to: Taxes for the year 2005 are due and payable in the amount of $272.70. (Map #062-02-0B-102.00) Subject to the Easement to USA / Transmission of record in Book 1163, page 341, Davidson County Register of Deeds Subject to the Stormwater Detention Agreement of record in Instrument No. 20030109-0004246, Davidson County Register of Deeds Subject to the Deed to Metro of record in Book 8377, page 820, Davidson County Register of Deeds Subject to the Greenbelt Application of record in Book 8909, page 781, Davidson County Register of Deeds Subject to the Restrictions of record in Instrument No. 20010402-0031520, Davidson County Register of Deeds Subject to the Quitclaim Deed to HOA of record in Instrument No. 20050201-0011848, Davidson County Register of Deeds Subject to the Deed of flowage easement to USA of record in Book 2242, page 513, Davidson County Register of Deeds. Subject to the 20' Row easement of record in Book 1198, page 525, Davidson County Register of Deeds Subject to the By-Laws of record in Instrument No. 20030303-0027406, Davidson County Regsiter of Deeds Subject to the Declaration of Covenants, Restrictions and Conditions in Instrument No. 20030213-0020075, 20040401-0036605, 20040518-0058461 and 20050201-011849, Davidson County Register of Deeds

THIS IS **Improved** PROPERTY KNOWN AS 3309 Cain Harbor Drive, Nashville, TN 37214

TO HAVE AND TO HOLD the said real property, together with the appurtenances, estate, title and interest thereto belonging to the said **GRANTEE**, its successors and assigns forever. **GRANTOR** does covenant that it is lawfully seized and possessed of said real property, in fee simple, has good right to convey said real property, and that the same is unencumbered, except as set forth herein.

GRANTOR further covenants and binds itself, its heirs, successors, assigns and representatives, to warrant and forever defend the title to the said real property to said **GRANTEE**, its successors and assigns, against the lawful claims of all other persons whomsoever, except for any such claims arising out of or in connection with the matters set forth herein

IN WITNESS WHEREOF, GRANTOR has executed this Warranty Deed on this 2nd day of December, 2005

Beazer Homes Corp. d/b/a Phillips Builders

BY: Teresa Shipman, agent
Authorized Agent

STATE OF TENNESSEE)
COUNTY OF Davidson)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared , Teresa Shipman Agent with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself/herself to be the Authorized Agent of Beazer Homes Corp d/b/a Phillips Builders the within named bargainor, and that as such Authorized Agent being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the bargainor by himself/herself as Authorized Agent

Witness my hand and seal, at office in Tennessee, this the 2nd day of December, 2005

Karen Russell
NOTARY PUBLIC

My Commission Expires: 5/26/09

