Davidson County DEEDWARR
Recvd: 01/06/06 14:21 4 pgs
Fees:23.00 Taxes:613.60

20060106-0002435

WARRANTY DEED

This instrument prepared by
THE HOME CLOSING COMPANY, INC.
214 Centerview Drive Suite 225
Brentwood, TN 37027

OWNER:
Name **Hardini Carter**
Address **669 Belgium Drive**
City/State/Zip **Hermitage, TN 37076**

SEND TAX BILLS TO:
Name Regions Mortgage, Inc.
Address P.O. Box 2153
City/State/Zip Birmingham, AL 35287-2520

FOR AND IN CONSIDERATION of the sum of **Ten Dollars ($10.00),** cash in hand paid by the hereinafter named Grantee, and other good and valuable considerations, the receipt of which is hereby acknowledged,

Capitol Homes Inc., a Tennessee Corporation ("Grantor") has this day bargained and sold, and does hereby transfer and convey unto **Hardini Carter and Michelle Carter, Husband and Wife, ("Grantee")** its successors and assigns, all its right, title and interest in and to property located in **DAVIDSON** County, State of **TENNESSEE,** more particularly described as follows:

Land in Davidson County, Tennessee, Being Lot No. 43 on the Plan of First Revision, Section Three, Phase II, Greer Meadows at Cedar Creek, of record in Instrument Number 20040407-0039587, Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a complete and accurate description of said lot.

Being a part of the same property conveyed to Capitol Homes, Inc., a Tennessee Corporation, by Warranty Deed from Southeastern Development Co., a Tennessee general partnership, of record in Instrument Number 20050623-0072028, Register's Office for Davidson County, Tennessee.

This conveyance is subject to taxes for the year 2006 and subsequent years and all matters of record including restrictions, declarations, easements, dedications, agreements, memorandums, and assessments, as shown of record in the Register's Office for Davidson County, Tennessee.

Map-Parcel No.'s: 75-12OA-161-CO

This is improved property known as: 669 Belgium Drive, Hermitage, TN 37076.

TO HAVE AND TO HOLD said real estate, with appurtenances, estate, title and interest belonging to the said grantees, their heirs and assigns forever. **We** covenant that **we are** lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.
We further covenant and bind **our** heirs and representatives, to warrant and forever defend the title to said real estate to said grantees, their heirs and assigns, against the lawful claims of all persons.

Witness **my** hand this **30th** day of **December, 2005.**

Capitol Homes Inc.

Laurie Luecke Secy
Laurie Luecke, Secretary

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

PERSONALLY APPEARED before me, the undersigned, of the state and county mentioned, Laurie Luecke, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the Secretary of Capitol Homes Inc., the within named bargainor, a corporation, and that such Laurie Luecke, executed the foregoing instrument for the purposes therein contained, by personally signing the name of the corporation as Secretary.

WITNESS MY HAND and official seal at office, this **30th** day of **December, 2005.**

Commission expires _____

Jeffrey C. Hon
Notary Public

SWS Vision Form SDD01TN Rev. 07/08/96

JAN. 26, 2008

STATE OF TENNESSEE
COUNTY OF **WILLIAMSON**

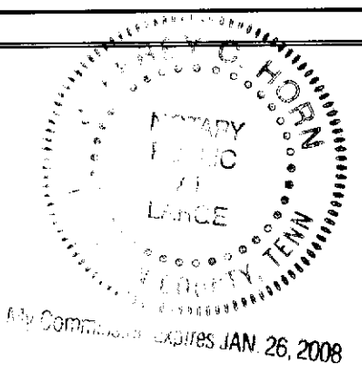
The actual consideration or value whichever is greater, for this transfer is **$165,839.00**

Affiant Laurie Lueche Sey

Subscribed and sworn to before me, this the 30th day of December,2005.

My commission expires:

Notary Public - Register



File No. **00004236**

AFFIDAVIT AS TO LIENS AND ENCUMBRANCES

On this **30** day of **December, 2005**, before me personally appeared **Capitol Homes Inc., a Tennessee Corporation,**
Owner of property and/or General Contractor, to me personally known, who, being duly sworn on **their** oath(s), did say that all of the persons, firms and corporations, including the general contractor and all subcontractors who have furnished services, labor or materials according to plans and specifications, or extra items, used in the constructions or repair of buildings and improvements on the real estate hereinafter, described, have been paid in full and that such work has been fully completed and accepted by the owner.

Affiant further says that no claims have been made to affiant by, nor is any suit now pending on behalf of any contractor, subcontractor, laborer or materialman, and further that no chattel mortgages, conditional bills of sale, retention of title agreements, security agreements, financing statements, or personal property leases have been given or are outstanding as to any fixtures, appliances, or equipment which are now installed in or upon said real property, or the improvements thereon.

Affiant further says that there are no outstanding deeds of trust, mortgages, judgment liens, mechanics or materialmens liens filed of record or unfiled claims or any other liens or encumbrances of any kind except as follows:

Payoff to Regions

Affiant on behalf of said Owner of Property and/or General Contractor does for a valuable consideration hereby agree and guarantee to hold **Stewart Title Guaranty Company** (by reason of the fact that it has issued its title insurance policies), harmless against any liens, claims or suit of or by any general contractor, subcontractor, mechanic or materialman, and against chattel mortgages, conditional bills of sales, retention of title agreements, security agreements, financing statements, or personal property leases in connection with the construction, repair or sale of such building or improvements on said real estate.

The real estate and improvements referred to herein are situated in the County of **DAVIDSON**, State of **TENNESSEE**, and are described as follows, to-wit:

See Exhibit A attached hereto and made a part hereof.

December 30th, 2005
Date

Capitol Homes Inc.
Laurie Luecke, Secretary

STATE OF **Tennessee**
COUNTY OF **Williamson**

Sworn to and subscribed before me this **30** day of **December, 2005**.

Notary Public

My Commission Expires: _____

Loan #: **089644062**

JAN. 26, 2008

Exhibit A

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