21381

(1)
Box 36

RECORD & RETURN TO:
FILE BOX 36

WARRANTY DEED

Davidson County DEEDWARR
Recvd: 02/27/06 15:40 3 pgs
Fees:18.00 Taxes:755.93
20060227-0022559

STATE OF TENNESSEE, COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER FOR THIS TRANSFER IS $204,305.00.

Affiant

Subscribed and sworn to me on February 24, 2006.

NOTARY PUBLIC

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 #21381

NAME/ADDRESS OF NEW OWNER:	SEND TAX BILLS TO:	MAP – PARCEL #
Rachel S. Fontenot 760 Wedgewood Park, Unit #107 Nashville, TN 37203	SAME ADDRESS AS NEW OWNER	105-10-0-C-107 CO

FOR AND IN CONSIDERATION of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantee, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, New Urban Village Development, LLC, a Tennessee Limited Liability Company, hereinafter called **"GRANTOR,"** has bargained and sold, and by these presents do transfer and convey unto Rachel S. Fontenot, a single woman, hereinafter called **"GRANTEE,"** her heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

A certain condominium unit located in Davidson County, Tennessee, being Unit No. 107 of Wedgewood Park, a condominium, as set forth in the Master Deed establishing Wedgewood Park of record as Instrument No. 20050510-0052804, as amended by Instrument No. 20060216-0019060, in the Register's Office for Davidson County, Tennessee, under the provisions of Tennessee Code Annotated, Title 66, Chapter 27, Section 101, et seq., as amended, together with an undivided percentage interest in the Common Elements shown on Exhibit "E 3" of said Master Deed; said Unit 107 also being shown as part of Exhibits "E 1" and "E 2" of said Master Deed, as amended.

Being part of the same property conveyed to New Urban Village Development, LLC, a Tennessee limited liability company, by Warranty Deed from Alison Rohr, unmarried, and Mitzi Delay, unmarried, and Chris Espander, unmarried, of record as Instrument No. 20050201-0011557 in the Register's Office for Davidson County, Tennessee.

The conveyance of the above-described parcel of land is subject to the following:

1. 2006 Davidson County taxes which have been prorated between the parties and assumed by the Grantee; and

2. Matters shown on plan of record as Exhibits "E 1" and "E 2" to Master Deed of record as Instrument No. 20050510-0052804 in the Register's Office for Davidson County, Tennessee; and
3. The premises herein described is a condominium apartment established pursuant to the provisions of the Tennessee Horizontal Property Act as the same is set out in Section 66-27-101, et seq. of the Tennessee Code Annotated, and is subject to the provisions and requirements thereof; and is subject to the By-Laws for the administration thereof; also subject to easements, rights and interests in favor of other unit owners, and all sewer, water, electrical, telephone and other utility easements now or hereafter established over, through or upon the land embracing the regime and buildings thereof; and also including, without limitation, all conditions, covenants, restrictions, options, burdens, assessments and other undertakings contained in the Master Deed establishing a Horizontal Property Regime of Wedgewood Park Condominiums of record as Instrument No. 20050510-0052804, as amended by Instrument No. 20060216-0019060, in the Register's Office for Davidson County, Tennessee, and the By-Laws appended thereto as Exhibit "C"; and
4. Charter of the Wedgewood Park Condominium Owners' Association of record as Exhibit "B" to said Master Deed and as Instrument No. 20050524-0058684 in said Register's Office; and
5. Stormwater Detention Agreement of record as Instrument No. 20050321-0030406 in said Register's Office; and
6. Easement for sanitary sewers and/or storm drainage of record as Instrument No. 20050406-0037548 in said Register's Office; and
7. Subject to Urban Zoning Overlay of record as Metro Ordinance No. BL2000-364, made applicable by Ordinance No. BL-2000-476, of record in the Metropolitan Clerk's Office for Davidson County, Tennessee; and
8. 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 760 Wedgewood Park, Unit #107, Nashville, TN 37203.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, her heirs and assigns, forever, and GRANTOR does covenant with the said GRANTEE 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 GRANTEE, her 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 February 24, 2006.

New Urban Village Development, LLC, a Tennessee Limited Liability Company:

By: Peggy Fiala

Title: Secty / Treas.

STATE OF TENNESSEE, COUNTY OF DAVIDSON

Before me, the undersigned authority, of the State and County aforesaid, personally appeared Peggy Krebs 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/herself to be the Secretary / Treasurer of New Urban Village Development,, the within named bargainor, and that he/she as such Secretary / Treasurer executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself/herself as Secretary / Treasurer.

Witness my hand, at office, on February 24, 2006.

NOTARY PUBLIC

My Commission Expires: May 30, 2007

NOTARY PUBLIC
AT LARGE
Jeremy H. Cherry
My Commission Expires
May 30, 2007
STATE OF TENNESSEE