This instrument prepared by:
TrustLand Title & Escrow, LLC
1720 West End Avenue Suite 400
Nashville, TN 37203
(615) 522-0140

Davidson County DEEDWARR
Recvd: 08/24/06 12:39 2 pgs
Fees:13.00 Taxes:1119.95
20060824-0104525

File No.: **06-1386**

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten Dollars ($10.00), cash in hand paid by the hereinafter named Buyer, and other good and valuable considerations, the receipt of all of which is hereby acknowledged **Capitol Homes Inc, a Tennessee Corporation, ("Seller")** has bargained and sold, ad by these presents does transfer and convey unto **Edgar Roberts, and Sonya Shirley, joint tenants in the entirety, ("Buyer")**, and Buyer's successors and assigns all of Seller's interest in a certain tract(s) of Land located in **Davidson** County, State of **Tennessee**, to wit:
Land in Davidson County, Tennessee, being Lot 235, BARNES COVE, PHASE 3, SECTION 2, as shown on plat of record in Instrument No. 20060228-0023165, in the Register's Office, Davidson County, Tennessee, to which plat reference is hereby made for a more particular description of said property.

Being part of the same property conveyed by Warranty Deed from Greystone Properties, LLC, a Tennessee Limited Liability Company to Capitol Homes, Inc., a Tennessee Corporation as recorded on the 10th day of May, 2006 in Instrument No. 20060510-0055047 and part of Warranty Deed from Paul E. Johnson, Jeffrey P. Johnson, Lori J. Kelley, as to one-fourth undivided interest each, and Buford W. Carter and wife, Stacy J. Carter, as to one-fourth undivided interest to Greystone Properties, LLC, a Tennessee Limited Liability Company as recorded on the 4th day of April, 2001 in Instrument No. 20010404-0033132 and Warranty Deed from Emory H. Smith and wife, Elsie C. Smith to Greystone Properties, L.L.C. as recorded on the 21st day of August, 2001 in Instrument No. 20010821-0090011, in the Register's Office of Davidson County, Tennessee.

1. This conveyance is made subject to (1) all applicable zoning ordinances (2) utility, sewer, drainage and other easements of record, (3) all subdivision/condominium assessments, covenants, bylaws, restrictions, declaration and easements of record, (4) building restrictions, and (5) other matters of public record. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of BARNES COVE, PHASE 3, SECTION 2, as recorded in Instrument No. 20060228-0023165 , but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c). (6)Covenants, Conditions and Restrictions as set forth in Deed recorded in Instrument Nos. 20021217-0155806 and 20040429-0048624 , but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c). (7)Charter of Barnes Cove Homeowner's Association recorded at Instrument No. 20021217-0155805. (8)Sanitary Sewer Easement recorded at Instrument Nos. 20040413-0041473 and 20020201-0014182. (9)Public Right of Way Easement recorded in Book 5215, Page 482. (10)Easement for ingress and egress recorded in Book 5385, Page 986.

Parcel ID # **173-54**
☒ Improved OR
☐ Unimproved property located at: **2620 Bowwater Drive, Antioch, TN 37013**

TO HAVE AND TO HOLD the aforesaid Real Estate together with all appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, his/her heirs, successors and assigns in fee simple forever.

The said party of the first part does hereby covenant with the said party of the second part that he/she is lawfully seized in fee simple of the aforedescribed real estate; that he/she has good right to sell and convey the same; that the same is unencumbered, EXCEPT as set forth herein, and that the title and quiet possession thereto he/she warrants and forever defends against the lawful claims of all persons, "claiming by, through, or under him/her, but not further or otherwise. The word "party" as used herein shall mean "parties" if more than one person or entity be referred to, and pronouns shall be construed according to their proper gender and number according to the context hereof.

WITNESS the signature of the party of the first part of the day and year first above written.

Capitol Homes Inc

By: **Laurie Luecke, Secretary**

State of **Tennessee** County of Davidson

Before me, the undersigned, Notary Public of the State and County aforesaid, personally appeared **Laurie Luecke** with whom I personally acquainted (or to me on the basis of satisfactory evidence) and who, upon oath, acknowledged him/herself to be the **Secretary** of **Capitol Homes Inc**, the within named bargainer, a corporation, and that he/she as such **Secretary,** being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by **Laurie Luecke** as such **Secretary** of **Capitol Homes Inc.**

Witness my hand and Notarial Seal at office this **21st** day of **August, 2006**.

Rita B. Mitchell
Notary Public

My Commission Expires: 6-17-07

RITA B. MITCHELL STATE OF TENNESSEE NOTARY PUBLIC WILSON COUNTY

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State of **Tennessee** County of Davidson

I, or we, hereby swear and affirm that, to the best of the affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is **$302,688.00** which amount is equal or greater than the amount which the property transferred would command at a fair and voluntary sale.

Edgar W Roberts
Affiant

Subscribed and sworn to before me this **21st** day of **August, 2006**.

RITA B. MITCHELL STATE OF TENNESSEE NOTARY PUBLIC WILSON COUNTY

Rita B. Mitchell
Notary Public

My Commission Expires: 6-17-07

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Owner's Name: **Edgar Roberts and Sonya Shirley**

and Address: **2620 Bowwater Lane, Antioch, TN 37013**

Mail tax bills to: **Capitol Mortgage Finance Corp.**

and Address: **6310 Stevens Forest Road, Columbia, MD 21046**