After recording, return to:
TN Title & Escrow, LLC
238 N. Lowry
Smyrna, TN

This instrument prepared by:
Trustland Title & Escrow, LLC
475 Metroplex Drive Suite 208
Nashville, Tennessee 37211

Davidson County DEEDWARR
Recvd: 10/16/06 09:56 2 pgs
Fees:13.00 Taxes:854.70
20061016-0127855

File No.: **A06-1002**

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 which is hereby acknowledged **Capitol Homes Inc, a Tennessee Corporation, ("Seller"),** has bargained and sold, and by these presents does transfer and convey unto **Ndeye Dior Kouate, an unmarried individual, ("Buyer"),** and Buyer's successors and assigns all of Seller's interest in a certain tracts of land located in **Davidson** County, **Tennessee,** to wit:

Land in Davidson County, being Lot 381, SUMMERFIELD, VILLAGE SEVEN, as shown on plat of record in Instrument No. 20041130-0142175, 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 to Capitol Homes, Inc., a Tennessee Corporation by Warranty Deed from Summerfield Development, L.L.C., a Tennessee Limited Liability Company, recorded on the 7th day of March, 2005 in Instrument No. 20050307-0024826, in the Register's Office of Davidson County, Tennessee.

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, declarations 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 SUMMERFIELD, VILLAGE SEVEN, as recorded in Instrument No. 20041130-0142175 , 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 Book 10774, Page 945, Book 11588, Page 484 amended in Book 11669, Page 376, Instrument Nos. 20010308-0021946, 20010504-0046260, 20030527-0071168 supplemented at Instrument Nos. 20051103-0133360 and 20050317-0029621 , 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) Terms and provisions of by-Laws of Summerfield Homeowners' Association Inc. recorded in Book 11648, Page 662 amended at Instrument No. 20010504-0046261. (8)Charter recorded in Book 11648, Page 660 amended at Instrument No. 20010326-0028531. (9) Easement for Sanitary Sewer, recorded in Instrument Nos. 19991216-0303934 and 20000809-0079074. (10) Easement for Bell South, recorded in Book 1141, Page 327.

Parcel ID # **164-10-0-A 292-CO**
☒ Improved OR
☐ Unimproved property located at: **3513 Bent Wood 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.

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.

Witness our hands on the **27th** day of **September, 2006.**

Capitol Homes Inc

Jim Cardin

By: **Jim Cardin, It's Chief Manager**

STATE OF **Tennessee** COUNTY OF Davidson

Before me, the undersigned a Notary Public in and for said County and State, duly commissioned and qualified, personally appeared **Jim Cardin**, with whom I am personally acquainted (or proved to me on

the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be the **Chief Manager** of **Capitol Homes Inc,** the within named bargainor, a corporation, and that he/she as such **Chief Manager**, as duly authorized executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by him/herself as **Chief Manager**.

Witness my hand and Notarial Seal this the **27th** day of **September, 2006**.

Rita B. Mitchell
Notary Public

My Commission Expires: 6-17-04

RITA B. MITCHELL STATE OF TENNESSEE NOTARY PUBLIC WILSON COUNTY, TENN.

****

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 **$231,000.00** which amount is equal or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this the **27th** day of **September, 2006**.

Patricia K. Gober
Notary Public

My Commission Expires: 05/24/08

PATRICIA K. GOBER NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENNESSEE

****

Owner's Name: **Ndeye Dior Kouate**

and Address: **3513 Bent Wood Drive, Antioch, TN 37013**

Mail tax bills to, (Person or Agency responsible for payment of taxes)

New Owner At Above Address.