Davidson County DEEDWARR
Recvd: 11/07/06 11:25 2 pgs
Fees:13.00 Taxes:1034.38
20061107-0138481

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

File No.: **A06-1020**

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 **Paul B. Moye and Jacqueline Moye, husband and wife, ("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, Tennessee, being, Lot 241, 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 12th day of July, 2006 in Instrument No. 20060712-0083944 and part of Warranty Deed from Paul E. Johnson, Jeffrey P. Johnson, Lori J. Kelley, as to a one-fourth undivided interest each, and Buford W. Carter and wife, Stacy J. Carter, as to a 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, 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. (6) 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). (7)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). (8)Charter of Homeowners Association recorded at Instrument No. 20021217-0155805. (9)Easement for Sanitary Sewer, recorded in Instrument Nos. 20040413-0041473 and 20020201-0014182. (10)Easement for Right of Way, recorded in Book 5215, Page 482. (11)Easement for Ingress/Egress, recorded in Book 5385, Page 986.

Parcel ID # **173-54 (Parent Parcel)**
☒ Improved OR
☐ Unimproved property located at: **2644 Bowwater Ln., 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 **31st** day of **October, 2006.**

Capitol Homes Inc

By: **David Luecke,** It's **President**

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 **David Luecke**, 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 **President** of **Capitol Homes Inc,** the within named bargainor, a corporation, and that he/she as such **President**, as duly authorized executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by him/herself as **President**.

Witness my hand and Notarial Seal this the **31st** day of **October, 2006**.

Notary Public

My Commission Expires: 10/2/10

ASHLEY BUSH 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 **$279,563.00** 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 **31st** day of **October, 2006**.

Notary Public

My Commission Expires: 10/2/10

ASHLEY BUSH STATE OF TENNESSEE NOTARY PUBLIC WILSON COUNTY

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Owner's Name: **Paul B. Moye and Jacqueline Moye**

and Address: **2644 Bowwater Ln., Antioch, TN 37013**

Mail tax bills to, (Person or Agency responsible for payment of taxes)
First Franklin, a Division of Nationaly City Bank
320 Seven Springs Way #200,
Brentwood, Tennessee 37207