Davidson County DEEDWARR
Recvd: 11/13/06 11:46 3 pgs
Fees:18.00 Taxes:281.20
20061113-0140264

This Instrument prepared by
and after recording return to:
G. MILLER HOGAN, II, ESQ.
LASSITER, TIDWELL & HILDEBRAND, PLLC
1850 ONE NASHVILLE PLACE
150 FOURTH AVENUE NORTH
NASHVILLE, TENNESSEE 37219

LIMITED WARRANTY DEED

Address of new owner as follows:	Send tax bills to:	Map-Parcel No.
Capitol Homes, Inc.		**Part of:**
475 Metroplex Drive, Suite 320	**(Same)**	**Map: 41**
Nashville, TN 37211		**Parcel: 67**

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Know all men by these presents that, **Umbrella Investment Corporation, a Tennessee corporation** (herein called the "Grantor"), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to the Grantor, in hand paid by **Capitol Homes, Inc, a Tennessee corporation** (herein called the "Grantee"), the receipt and sufficiency of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto the Grantee, that certain tract or parcel of real property situated in Davidson County, Tennessee, described below together with all and singular the rights, benefits, privileges, easements, tenements and appurtenances pertaining thereto, including any right, title and interest of the Grantor in and to adjacent streets, roads, alleys, improvements, buildings and fixtures located thereon (said land, together with such rights, benefits, privileges, tenements and appurtenances, and improvements, buildings and fixtures being hereinafter collectively called the "Property"):

> Land in Davidson County, Tennessee, being Lots 23 and 26 as shown on the Final Plat of Liberty Place Subdivision, of record as Instrument No. 20060606-0066841, Register's Office for Davidson County, Tennessee, as amended by that certain Surveyor's Certificate of Correction of record as Instrument No. 20060614-0070620 in said Register's Office, to which plan reference is hereby made for a more complete and accurate legal description.
>
> Being part of the same property conveyed to UMBRELLA INVESTMENT CORPORATION, by deed from JOEL W. HEMPHILL AND WIFE, LABREESKA R. HEMPHILL, of record as Instrument No. 20041018-0125217, dated October 15, 2004, said Register's Office.

This is unimproved property commonly known as: **Lots 23 and 26, Liberty Place Subdivision, Nashville, Tennessee 37207.**

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, as aforesaid, unto the Grantee, its successors and assigns, forever, including but not limited to the following: (i) Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 6479, page 121, said Register's Office, (ii) Permanent Easement and Right-of-Way for an Electric Power Transmission Line of record in Book 2810, page 586, said Register's Office, (iii) Metropolitan Government of Nashville and Davidson County Letter of record in Book 5612, page 41, said Register's Office, (iv) all matters shown on the Plan of record for Liberty Place Subdivision as Instrument No. 20060606-0066841, as amended by that certain Surveyor's Certificate of Correction of record as Instrument No. 20060614-0070620, said Register's office, (v) Declaration of Restrictive Covenants for Liberty Place Subdivision and Bylaws for the Liberty Place Homeowner's Association, Inc. of record as Instrument No. 20060626-0076309, said Register's Office, as the same may be amended from time to time, (vi) Charter of Liberty Place Homeowner's Association, Inc. of record as Instrument No. 20060628-0076971, said Register's Office; and (vii) Easement for Storm Water Detention Agreement of record as Instrument No. 20050722-0005623.

The Grantor, for itself and its successors and assigns covenants with the Grantee that the Grantor is lawfully seized of a good, absolute and indivisible estate in fee simple to the Property; that the Grantor has good right and lawful authority to sell and convey the Property; that the Grantor has committed no act to encumber the Property; that the Grantee shall have quiet possession of the Property; and the Grantor does hereby bind itself and its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto the Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through or under said Grantor, but not any other person.

IN WITNESS WHEREOF, this Limited Warranty Deed is executed by the undersigned Trustee of the Grantor as of the 31 day of October, 2006.

Umbrella Investment Corporation,
a Tennessee corporation

By: _____
Justin Cutler
Its: President

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Justin Cutler**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the President of **Umbrella Investment Corporation**, the within named bargainor, a Tennessee corporation, and that he as such President, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as its President.

Witness my hand and ~~seal~~, at office in Nashville, Tennessee this 31st day of OCTOBER, 2006.

G. MILLER HOGAN II
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY, TN
My Commission Expires November 21, 2009

Notary Public
My commission expires: Nov. 21, 2009

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value for this transfer of property, whichever is greater is $76,000.00.

Affiant

Sworn to and subscribed before me this
31st day of October, 2006.

Notary Public
My Commission Expires: _____

STACEY DENSON PALMER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires NOV 22, 2009