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

Davidson County DEEDWARR
Recvd: 11/15/06 11:52 2 pgs
Fees:13.00 Taxes:754.80
20061115-0141818

File No.: **A06-1104**

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 **Teresa Herron and husband Ernest Herron, ("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 54, TREEHAVEN, PHASE THREE, as shown on plat of record in Instrument No. 20040913-0110149, 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 Summerfield Development, LLC, a Tennessee Limited Liability Company to Capitol Homes, Inc., a Tennessee Corporation as recorded on the 6th day of December, 2005 in Instrument No. 20051206-0146611 and part of Quitclaim Deed from Forrest Partnership, a Tennessee general partnership to Summerfield Development, L.L.C., a Tennessee limited liability company as recorded on the 14th day of July, 1999 in Book 11571, Page 943, 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, 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 TREEHAVEN, PHASE THREE, as recorded in Instrument No. 20040913-0110149 , 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)Declaration of Covenants, Conditions and Restrictions recorded in Book 10774, Page 945, 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) Covenants, Conditions and Restrictions as set forth in Restrictive Covenants recorded in Book 1588, Page 484 amended in Book 11669, Page 376 and Instrument Nos. 20010308-0021946, 20010504-0046260 and 20030527-0071168 , 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). (9)Terms and provisions of by-Laws of Summerfield Homeowners' Association, Inc. recorded in Book 11648, Page 662 amended at Instrument No. 20010504-0046261. (10) Charter of Summerfield Homeowners' Association, Inc. recorded in Book 11648, Page 660 amended at Instrument No. 20010326-0028531. (11)Easement granted to Southern Bell recorded in Book 1141, Page 327. (12) Easement for sanitary sewer recorded in Instrument Nos. 20000913-0091247, 20000913-0091248, 20000913-0091249 and 20000809-0079074. (13)Easement for storm water detention recorded in Instrument No. 20031028-0158502.

Parcel ID # **164-13-0-A 37.00 CO**
☒ Improved OR
☐ Unimproved property located at: **4208 Shagbark Trail, Lot 54 Treehaven, 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 **10th** day of **November, 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 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 **10th** day of **November, 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 **$204,000.00** 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 **10th** day of **November, 2006.**

Notary Public

ASHLEY BUSH STATE OF TENNESSEE NOTARY PUBLIC WILSON COUNTY

My Commission Expires: 10/2/10

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Owner's Name: **Ernest Herron and Teresa Herron**

and Address: **4208 Shagbark Trail, Lot 54 Treehaven, Antioch, TN 37013**

Mail tax bills to, (Person or Agency responsible for payment of taxes)
Ernest Herron and Teresa Herron
4208 Shagbark Trail
Antioch, TN 37013