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

Davidson County DEEDWARR
Recvd: 12/05/06 15:12 2 pgs
Fees:13.00 Taxes:610.50
20061205-0150241

File No.: **A06-1101**

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 **David Luecke, married, ("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 32, GREER MEADOWS AT CEDAR CREEK, FIRST REVISION, SECTION THREE, PHASE II, as sho wn on plat of record in Instrument No. 20040407-0039587, 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 Special Warranty Deed from Southeastern Development Co., a TN general partnership to Capitol Homes, Inc., a Tennessee corporation as recorded on the 23rd day of June, 2005 in Instrument No. 20050623-0072028 and part of Warranty Deed from Odell Binkley, Jr., Trustee to Southeastern Development Co., a TN general partnership as recorded on the 9th day of February, 2000 in Instrument No. 20000209-0013414, 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 GREER MEADOWS AT CEDAR CREEK, FIRST REVISION, SECTION THREE, PHASE II, as recorded in Instrument No. 20040407-0039587 , 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 Instrument No. 20020606-0069062, 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 Declaration of Restrictive Covenants recorded in Book 10802, Page 402 , 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 contained with Declaration of Covenants, Conditions and Restrictions recorded in Instrument No. 20020606-0069062. (10)Charter for Homeowners Association recorded in Book 8414, Page 69. (11)Easement for retention basin recorded in Book 6513, Page 857. (12)Easement granted to First Suburban Water Utility District recorded in Book 5609, Page 636. (13)Easement for Stormwater Detention recorded in Instrument No. 20001205-0119474. (14)Easement for Right of Way recorded in Book 7760, Page 778 and Book 7037, Page 853. (15)Deed of Conveyance recorded in Book 11497, Page 595. (16) Consent for Sewer Line Easement recorded in Book 7760, Page 784.

Parcel ID # **75-12-A 172.00 CO**

☒ Improved OR

☐ Unimproved property located at: **630 Belgium Dr., Lot 32 Cedar Creek, Hermitage, TN 37076**

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 **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 **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 **27th** 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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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 **$165,000.00** 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 **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: **David Luecke**

and Address: **630 Belgium Dr., Lot 32 Cedar Creek, Hermitage, TN 37076**

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

First Horizon Home Loan Corp.
1555 W. Walnut Hill Lane #200,
Irving, Texas 75038