This instrument prepared by:
TrustLand Title & Escrow, LLC
475 Metroplex Dr. #3208
Nashville, TN 37211
P: 615-522-0358

File No.: **A06-1031**

Davidson County DEEDWARR
Recvd: 12/20/06 13:47 2 pgs
Fees:13.00 Taxes:909.99
20061220-0156800

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 **Fred McClendon and Marvette McClendon, 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 18, LIBERTY PLACE, as shown on plat of record in Instrument No. 20060606-0066841 amended at Instrument No. 20060614-0070620, 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 Limited Warranty Deed from Umbrella Investment Corporation, a Tennessee corporation, recorded on the 24th day of August, 2006 in Instrument No. 20060824-0104146, 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 LIBERTY PLACE, as recorded in Instrument No. 20060606-0066841 amended at Instrument No. 20060614-0070620 , 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 Declaration of Restrictive Covenants recorded in Instrument No. 20060626-0076309 , 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 Liberty Place Homeowner's Association, Inc. recorded at Instrument No. 20060628-0076971. (9)Easement for Sewer and Storm Drainage recorded in Book 6479, Page 121. (10)Storm Water Detention Agreement recorded at Instrument No. 20050722-0005623

Parcel ID # **P/O 41-67**
☒ Improved OR
☐ Unimproved property located at: **1564 Constitution Avenue, Lot 18 Liberty Place, Nashville, TN 37207**

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 **13th** day of **December, 2006.**

Capitol Homes Inc

Jim Carden

By: **Jim Carden,** It's **Operations 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 Carden**, 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 **Operations Manager** of **Capitol Homes Inc,** the within named bargainor, a corporation, and that he/she as such **Operations Manager**, as duly authorized executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by him/herself as **Operations Manager**.

Witness my hand and Notarial Seal this the **13th** day of **December, 2006.**

Rita B. Mitchell
Notary Public

My Commission Expires: 6-17-04

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

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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 **$245,944.00** which amount is equal or greater than the amount which the property transferred would command at a fair and voluntary sale.

Fred McClendon
Affiant

Subscribed and sworn to before me this the **13th** day of **December, 2006.**

Rita B. Mitchell
Notary Public

My Commission Expires: 6-17-07

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STATE OF TENNESSEE NOTARY PUBLIC WILSON COUNTY TENN.

Owner's Name: **Fred McClendon and Marvette McClendon**

and Address: **1564 Constitution Avenue, Lot 18 Liberty Place, Nashville, TN 37207**

TN 37207

Mail tax bills to, (Person or Agency responsible for payment of taxes)
Capital Mortgage Finance Corp.
6310 Stevens Forest Road,
Columbia, Maryland 21046