Davidson County DEEDWARR
Recvd: 01/02/07 12:47 2 pgs
Fees:13.00 Taxes:986.85

20070102-0000459

SPECIAL WARRANTY DEED

STATE OF TENNESSEE
County of Davidson
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 266,716.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 29th **December, 2006**

Notary Public

My Commission Expires: 8-16-08
(AFFIX SEAL)

CAROLYN LEAVES NOTARY PUBLIC STATE OF TENNESSEE RUTHERFORD COUNTY, TENN.

BOX 13
12591

THIS INSTRUMENT WAS PREPARED BY
SETTLEMENT SERVICES OF TENNESSEE, LLC, 216 CENTERVIEW DRIVE, SUITE 102
BRENTWOOD, TENNESSEE 37027 (615) 591-1156 Commission Expires 08-16-08

Address of New Owners as Follows:
Erin CALLAHAN
312 Windhaven Bay Dr.
Mount Juliet, TN 37122

Send Tax Bills To:
First National Bank of AZ
1665 West Alameda Dr.
Tempe, AZ 85282

Map Parcel No.
Map 87-10-B-36 CO

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid by the hereinafter named Grantee, and other good valuable consideration, the receipt of which is hereby acknowledged, We, **NVR, Inc., a Virginia Corporation T/A Fox Ridge Homes**, hereinafter called Grantor have bargained and sold, and by these presents do transfer and convey unto **Erin CALLAHAN, unmarried**, hereinafter called Grantees, their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit.

Land in Davidson County, Tennessee, being Lot No. 36 on Revised Plat of Monticello, a Cluster Lot Development of record in Instrument #20060417-0043313, Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.
Being part of the same property conveyed to NVR, Inc., t/a Fox Ridge Homes, by deed from Corinthian Custom Homes, Inc., of record in Instrument #20060823-0103802, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to:

Taxes and assessments for the year 2007, and subsequent years, which are a lien and not yet due and payable.

Stormwater Detention Agreement of record as Instrument #20040702-0078871, Register's Office for Davidson County, Tennessee.

Subject to all matters shown on the Plan of Revised Plan of Monticello, A Cluster Lot Development of record as Instrument #20060417-0043313, Register's Office of Davidson County, Tennessee.

Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments, and liens provided in the Declaration of Covenants, Conditions and Restrictions of Monticello Homeowners Association, Inc. of record in Instrument #20060912-0112994, as amended by Amendment to Declaration of Covenants, Conditions and restrictions for Monticello Homeowners Association, Inc., of record in Instrument #20060927-0119791 Register's Office for Davidson County, Tennessee. Omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under chapter 42, section 3607 of the united states code or (b) relates to handicap but does not discriminate against handicapped persons.

Subject to rights of others in and to the common areas and/or elements.

Subject to lien for special assessments as contained in the restrictions.

Agreement for Dedication of Easement for Sanitary Sewers, Services, Pumps and Appurtenances of record in Instrument #20061122-0145304, Register's Office for Davidson County, Tennessee.

All existing and recorded easements, rights of way and restrictions, all zoning regulations, building restrictions and setback lines, if any, and easements or right of ways for public utilities.

unimproved: ( )
This is improved: (X) property, known as: **2116 Christina Court, Lot 36 Monticello, Hermitage, TN 37076**

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns forever; and we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons claiming by, through, or under Grantor, but no others. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness MY HAND 29th day of December, 2006.

NVR, INC., a Virginia Corporation, trading as Fox Ridge Homes

BY: _____
Kevin Martin, Appointed Vice President

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, the undersigned Notary Public in and for the County and State aforesaid, personally came Kevin Martin, Vice President with whom I am personally acquainted and who upon his oath(s) acknowledged himself to be the Appointed Vice President respectively of NVR, Inc., a Virginia corporation, trading as Fox Ridge Homes, the within named bargainor, and corporation, and that he as such Appointed Vice President being authorized so to do, execute the foregoing instrument for the purpose therein contained by signing the name of the corporation, by the said Kevin Martin as such Appointed Vice President, and attesting the same of the corporation, by the said Kevin Martin as such Appointed Vice President.

WITNESS my hand and notarial seal at my office at Brentwood, Tennessee, this 29th day of December, 2006.

Carolyn Gleaves
NOTARY PUBLIC

My Commission expires: 8-16-08

