Davidson County DEEDWARR
Recvd: 03/19/07 12:57 2 pgs
Fees:13.00 Taxes:139.52

20070319-0032978

WARRANTY DEED

STATE OF TENNESSEE
County of Davidson
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $37,708.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 16th March, 2007

Notary Public

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

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

Commission Expires 08-16-08

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

Address of New Owners as Follows:
NVR, Inc., a Virginia Corporation T/A Fox Ridge Homes
5115 Maryland Way, Suite 300
Brentwood, TN 37027

Send Tax Bills To:
SAME

Map Parcel No.
Map 32-9-0-B, Parcel 15

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, **The Developers**, hereinafter called Grantor have bargained and sold, and by these presents do transfer and convey unto **NVR, Inc., a Virginia Corporation T/A Fox Ridge Homes**, 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.59 on the Plan of First Revision of Quail Ridge Phase One-Section Seven Plat Book 20060627-0076568, 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 The Developers, a joint venture by deed from R. L. Eatherly, Trustee of record in Book 6628, Page 853, and Register's Office for Davidson County, Tennessee.

This conveyance is made subject to:

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

2. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Covenants, Conditions and Restrictions of Quail Ridge of record in Book 6969, Page 70, and Book 8163, Page 781, and in Instrument No. 20050920-0113100 Registers Office for Davidson County, Tennessee.

3. Subject to all matters shown on the Plan of Quail Ridge, Phase One, Section Seven of record in Instrument No. 20050825-0101520, Register's Office of Davidson County, Tennessee.

4. Subject to the Charter of Quail Ridge Section 7 Property Owner's Association, Inc. as of record in Instrument No. 20050920-0113101, Register's Office for Davidson County, Tennessee.

5. Subject to the By-Laws of Quail Ridge Section 7 Property Owner's Association, Inc. as of record in Instrument No. 20050920-0113102, Register's Office for Davidson County, Tennessee.

6. Deeds Of Conveyance to The Metropolitan Government of Nashville and Davidson County, Department of Water and Sewage Services of record in Book 11444, page 161 and in Instrument Numbers 20040817-0099250, 20040817-0099251 and 20040817-0099252, Register's Office for Davidson County Tennessee.

7. Deeds Of Conveyance to The Metropolitan Government of Nashville and Davidson County of record in Instrument Numbers 20030312-0033193 and 20040902-0106431, Register's Office for Davidson County, Tennessee.

8. Subject to the flow of any creeks, streams, or branches across subject property.

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: (X)

This is improved: ( ) property, known as: **QUAIL RIDGE LOT(S) 39, 4944 Indian Summer Drive, Davidon County, TNDavidson Cty TN**

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 person whomsoever. 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 OUR HANDS this 14th day of March, 2007.

The Developers

By:	R.L. Eatherly

R.L. Eatherly

Managing Venturer

STATE OF TENNESSEE

COUNTY OF Williamson

Before me, the undersigned a Notary Public within and for the State and County aforesaid, personally appeared R.L. Eatherly with whom I am personally acquainted and who upon their oath(s) acknowledged himself to be the Managing Venturer of The Developers, and that he as such Managing Venturer, being authorized so to do executed the foregoing instrument for the purpose therein contained, by signing the name of the limited liability company by himself as such Managing Venturer of The Developers.

Witness my hand and official seal at office in Franklin, Tennessee on this the 14th day of March, 2007.

Carolyn Gleaves

Notary Public

My commission expires: 8-16-08

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

My Commission Expires 08-16-08