Davidson County DEEDWARR
Recvd: 03/29/07 10:44 3 pgs
Fees:18.00 Taxes:473.60

20070329-0037513

THIS INSTRUMENT PREPARED BY: **Wesley D. Turner** **GULLETT, SANFORD, ROBINSON & MARTIN, PLLC** 315 Deaderick Street, Suite 1100 P. O. Box 198888 Nashville, Tennessee 37219-8888 (615) 244-4994	STATE OF TENNESSEE) COUNTY OF DAVIDSON) The actual consideration or value, whichever is greater, for this transfer is $128,000.00. Larry Prater **Affiant** Subscribed and sworn to before me, this 28th day of March, 2007. Notary Public My Commission Expires WESLEY D. TURNER STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires NOV. 22, 2010

Address New Owner As Follows:
Prater Construction LLC
3208 Thoroughbred Drive
Hermitage, TN 37076

Send Tax Bills To:

SAME

Map-Parcel Number:
part of 182-00-0-215.00
Assigned Map 182-12-A
Lot 341 – Parcel 151
Lot 343 – Parcel 153
Lot 232 – Parcel 127

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars ($10.00), cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, **DESIGNER HOMES, G.P.,** hereinafter called the Grantor, has bargained and sold, and by these presents does transfer and convey unto **PRATER CONSTRUCTION LLC,** a Tennessee limited liability company, hereinafter called the Grantee, its successors and assigns, certain tracts or parcels of land in Davidson County, Tennessee, described as follows:

Tract One:
Land in Davidson County, Tennessee, being Lot Nos. 341 & 343, as shown on the plan of Apple Valley, Phase 6, Section 6, of record in Instrument No. 20070125-0010053 and Instrument No. 20070205-0014781, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Tract Two:
Land in Davidson County, Tennessee, being Lot No. 232 as shown on the plan of Apple Valley, Section 5, of record in Instrument No. 20060315-0029579, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate description.

Being part of the same property conveyed to Designer Homes, G.P. by Warranty Deed from Paul E. Johnson, Jeffrey P. Johnson, Stacey J. Carter, Buford W. Carter, Lori J. Kelley, and B & Y, a Tennessee General Partnership, of record in Instrument No. 20020903-0105704, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to:

1. 2007 taxes, which have been prorated and shall be paid in acreage by Grantor.

2. All matters as shown on the Plan of Apple Valley, Section 6, Phase 6, record in Instrument No. 20070125-0010053 and as Instrument No. 20070205-0014781, Register's Office for Davidson County, Tennessee.

3. Matters shown on the Plan of record to Apple Valley, Section 5, of record as Instrument No. 20060315-0029579, Register's Office for Davidson County, Tennessee.

4. Declaration of Covenants, Conditions and Restrictions, for Apple Valley, Section One, including, but not limited to, easements, assessments, special assessments, charges and liens, contained in an instrument of record in Instrument No. 20020724-0088783, Register's Office for said County, and made applicable to Section Five of record in Instrument No. 20060317-0030920, Register's Office for said County, and further made applicable to Section Six, of record in Instrument No. 20070205-0014780, Register's Office for said County.

5. Storm Water Detention Agreement of record as Instrument No. 20020528-0064320, Register's Office for Davidson County, Tennessee.

This is unimproved property known as Lots 341 & 343, Apple Blossom Court, and Lot 232, Wild Apple Court, Antioch, TN 37013.

TO HAVE AND TO HOLD the said tracts or parcels of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, its successors and assigns, forever; and it covenants with the said Grantee that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and further covenants and binds itself, its successors and assigns, to warrant and forever defend the title to the said land to the said Grantee, its successors and assigns, against the lawful claims of all person whomsoever.

WITNESS my hand this 28th day of March, 2007.

DESIGNER HOMES, G.P.

By: _____
Michael Sullivan, Partner

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Michael Sullivan**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the **Partner**, of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS my hand, at office, this 28th day of March, 2007.

Notary Public

My Commission Expires: _____

