This instrument prepared by:
TrustLand Title & Escrow, LLC
1720 West End Avenue Suite 400
Nashville, Tennessee 37203
File No.: **07-1561**

Davidson County DEEDWARR
Recvd: 04/19/07 16:10 2 pg
Fees:13.00 Taxes:3428.18
20070419-0047154

WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten Dollars ($10.00), cash in hand paid by the hereinafter named Grantee, and other good and valuable considerations, the receipt of which is hereby acknowledged **Drees Premier Homes, Inc., an Ohio Corporation, ("Grantor"),** has bargained and sold, and by these presents does transfer and convey unto **Christopher L. Mayberry and Rita G. Mayberry, Husband and Wife, ("Grantee"),** and Grantee's successors and assigns all of Grantor's interest in a certain tracts of land located in **Davidson** County, **Tennessee,** to wit:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 5, ON THE PLAN OF 1ST REVISION OF LOT #5, FOX HOLLOW FARMS, OF RECORD IN INSTRUMENT NO. 20000530-0052999 AS CORRECTED BY SURVEYOR'S CERTIFICATE OF CORRECTION OF RECORD IN INSTRUMENT NO. 20031231-0184577, AS AMENDED IN INSTRUMENT NO. 20040916-0111825, REGISTER'S OFFICE FOR SAID COUNTY, TO WHICH PLAN REFERENCE IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION.

BEING THE SAME PROPERTY CONVEYED TO DREES PREMIER HOMES, INC., AN OHIO CORPORATION, BY WARRANTY DEED FROM CHRIS L. MAYBERRY AND WIFE, RITA G. MAYBERRY, RECORDED AUGUST 7, 2006, OF RECORD IN INSTRUMENT NO. 20060807-0096214, IN THE REGISTER'S OFFICE FOR 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.

Parcel ID # **177-37**
☒ Improved OR
☐ Unimproved property located at: **9 Fox Vale Lane, Nashville, TN 37221**

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 **2nd** day of **April, 2007**.

Drees Premier Homes Inc

By: **Michael D. Carey,** It's **Assistant Secretary**

ASHLEY BUSH
STATE OF TENNESSEE
NOTARY PUBLIC
WILSON COUNTY

STATE OF **Tennessee** COUNTY OF **Williamson**

Before me, the undersigned a Notary Public in and for said County and State, duly commissioned and qualified, personally appeared **Michael D. Carey**, 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 **Assistant Secretary** of **Drees Premier Homes Inc,** the within named bargainor, a Corporation, and that he/she as such **Assistant Secretary**, as duly authorized executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by him/herself as **Assistant Secretary**.

Witness my hand and Notarial Seal this the **2nd** day of **April, 2007**.

Notary Public

My Commission Expires: 10/2/10

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STATE OF **Tennessee**

COUNTY OF **Williamson**

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 **$926,535.79** 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 **2nd** day of **April, 2007**.

Notary Public

My Commission Expires: 10/2/10

ASHLEY BUSH
STATE OF TENNESSEE NOTARY PUBLIC
WILSON COUNTY

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Owner's Name: **Christopher L Mayberry and Rita G Mayberry**

and Address: **9 Fox Vale Lane, Nashville, TN 37221**

Mail tax bills to, (Person or Agency responsible for payment of taxes)
First Equity Mortgage Inc
7265 Kenwood Road, Ste 111
Cincinnati, Ohio 45236