Davidson County DEEDWARR
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Fees:13.00 Taxes:1102.09
20070824-0101457

# SPECIAL WARRANTY DEED

STATE OF TENNESSEE
County of Davidson
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 297,862.00

Cheryl M. Goode

Affiant
SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 23rd August, 2007

Notary Public

My Commission Expires: 11/8/08
(AFFIX SEAL)

**THIS INSTRUMENT WAS PREPARED BY**
**SETTLEMENT SERVICES OF TENNESSEE, LLC, 93 SEABOARD LANE, SUITE 201**
**BRENTWOOD, TENNESSEE 37027 (615) 591-1156**

| Address of New Owners as Follows: | Send Tax Bills To: | Map Parcel No. |
|---|---|---|
| Cheryl M. GOODE | NVR Mortgage Finance, Inc. | Map 32-9-0-B, Parcel 49 |
| 4968 Indian Summer Drive | 121 Hillpointe Dr., Suite 100 | |
| Nashville, TN 37207 | Canonsburg, PA 15317 | |

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 **Cheryl M. GOODE, 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. 45 on the Plan of Quail Ridge, Phase Two, Section Seven of record in Instrument #20061218-0155910, Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

Being the same property conveyed to NVR, Inc., t/a Fox Ridge Homes, by deed from The Developers, of record in Instrument #20070604-0066070, 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.

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, Book 10831, page 201, Book 11688, page 872 and Instrument No. 20050920-0113100, Registers Office for Davidson County, Tennessee, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap but does not discriminate against handicapped persons.

Subject to all matters shown on the Plan of Quail Ridge, Phase Two, Section Seven of record in Instrument No. 20061218-0155910, Register's Office of Davidson County, Tennessee.

Subject to Homeowner's Association Charter of record in Instrument No. 20050920-0113101, said Register's Office.

Subject to easement to Metropolitan Government as record in Instrument No. 20030312-0033193, said Register's Office.

Subject to Metropolitan Government Department of water and sewer services of record in Book 11444, page 161, said Register's Office.

Subject to storm water detention agreement of record in Instrument No. 20040902-0106431

Conveyance of common areas to Homeowners Association of record in Instrument No. 20070514-005700, said Register's Office.

Subject to the By-Laws of record in Instrument No. 20050920-0113102, said Register's Office.

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

Subject to lien for special assessment contained in the Declaration of Covenants, Conditions and Restrictions/Master Deed.

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: **4968 Indian Summer Drive, Lot 45, Quail Ridge, Nashville, TN 37207**

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 23rd day of August, 2007.

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 23rd day of August, 2007.

_____
NOTARY PUBLIC

My Commission expires: 4/19/2010

AUGUSTA CASTLE
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF SUMNER