(1)

Davidson County DEEDWARR
Recvd: 08/31/07 13:40 3 pgs
Fees:18.00 Taxes:671.18

20070831-0105093

RECORD & RETURN TO:
FILE BOX 36, Davidson County

WARRANTY DEED

STATE OF TENNESSEE, COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER FOR THIS TRANSFER IS $181,400.00.

Affiant

Subscribed and sworn to me on August 30, 2007

NOTARY PUBLIC

JEREMY H. CHERRY STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

NOTARY PUBLIC
Jeremy H. Cherry
My Commission Expires
March 7, 2011
STATE OF TENNESSEE

THIS INSTRUMENT WAS PREPARED BY:
Richard W. Sebastian
ORTALE, KELLEY, HERBERT & CRAWFORD
200 Fourth Avenue North
Nashville, TN 37219-0375
Our File #22735

NAME/ADDRESS OF NEW OWNER:	SEND TAX BILLS TO:	MAP – PARCEL #
The Garber Family Trust & Amanda K. Garber 2409 Alteras Drive Nashville, TN 37211	SAME ADDRESS AS NEW OWNER	173-9-A-608.00 CO

FOR AND IN CONSIDERATION of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantees, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Regent Homes, LLC, a Tennessee Limited Liability Company, hereinafter called **"GRANTOR,"** has bargained and sold, and by these presents does transfer and convey unto Kenneth S. Garber and Sally H. Garber, Co-Trustees of The Garber Family Trust dated April 28, 1998, and Amanda K. Garber, a single person, hereinafter called **"GRANTEES,"** their successor, heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

> Land in Davidson County, Tennessee, being Lot No. 754, as shown on the Plan of Section One of Phase Eight, Lenox Village, of record in Instrument No. 20060824-0104608 of the Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for more complete and accurate legal description.
>
> Being a part of the same property conveyed to Regent Homes, LLC, a Tennessee Limited Liability Company, by Warranty Deed from Lenox Village I, LLC, a Tennessee Limited Liability Company, of record as Instrument No. 20070620-0073628 in the Register's Office for Davidson County, Tennessee.
>
> The conveyance of the above-described parcel of land is subject to the following
>
> 1. 2007 Davidson County Taxes have been prorated by the parties and paid by Grantor; 2008 and subsequent county taxes are assumed by the Grantee; and

2. Matters shown on Plan of record as Instrument No. 20060824-0104608, in said Register's Office; and
3. Master Deed Restrictions of record as Instrument No. 20020315-0032825 and made applicable to the subject property by Instrument No. 20021226-0158459 and by Instrument No. 20060321-0032382, said Register's Office; and
4. Declaration of Covenants, Conditions and Restrictions, of record as Instrument No. 20020315-0032826, as made applicable by Instrument No. 20021226-0158458 and Instrument No. 20060321-0032383 in said Register's Office; and
5. Charter of the Lenox Village Neighborhood Association, Inc., of record as Instrument No. 20010412-0045831 in said Register's Office; and
6. Easements for sanitary sewer, storm drainage and water main with appurtenances of record as Instrument No. 20010918-0100850 and Instrument No. 20010918-0100852 in said Register's Office; and
7. Stormwater Detention Agreement of record in Instrument No. 20020628-0078164, in said Register's Office; and
8. Stormwater Detention Agreement of record in Instrument No. 20051213-0149579, in said Register's Office; and
9. Agreements for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record as Instrument No. 20010918-0100849 and Instrument No. 20010918-0100851 in said Register's Office.
10. Subject to any and all zoning regulations, building restrictions, setback lines, if any, and easements and rights of way for public utilities applicable to this property.

This property is also known as improved property located at 2409 Alteras Drive, Nashville, TN 37211.

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 successors, heirs and assigns, forever, and GRANTOR does covenant with the said GRANTEES 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 GRANTOR does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the said land to the said GRANTEES, their successors, heirs and assigns, against the lawful claims of all persons 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 on August 30, 2007.

Regent Homes, LLC, a Tennessee Limited Liability Company:

By: _____

Richard W. Sebastian

Its: Authorized Representative

STATE OF TENNESSEE, COUNTY OF DAVIDSON

Before me, the undersigned authority, of the State and County aforesaid, personally appeared Richard W. Sebastian, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, swore to and acknowledged himself to be the Authorized Representative of REGENT HOMES, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, the within named bargainor, and that he as such Authorized Representative executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Authorized Representative.

Witness my hand and official seal on August 30, 2007.

Bobbie Cooper
NOTARY PUBLIC

My Commission Expires:

BOBBIE COOPER
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY

NOTARY PUBLIC
Bobbie Cooper
My Commission Expires
January 24, 2009
STATE OF TENNESSEE