RECORD & RETURN TO:
FILE BOX 36, Davidson County

WARRANTY DEED

Davidson County DEEDWARR
Recvd: 04/14/08 13:52 4 pgs
Fees:23.00 Taxes:731.08

20080414-0037660

STATE OF TENNESSEE, COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER FOR THIS TRANSFER IS $197,588.00.

Affiant

Subscribed and sworn to me on April 11, 2008

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 #23114sp

NAME/ADDRESS OF NEW OWNER:	SEND TAX BILLS TO:	MAP – PARCEL #
Howard Graham Swafford, III Andrea K. Swafford 2854 Adara Lane Nashville, TN 37211	SAME ADDRESS AS NEW OWNER	173-9-A-612.00 CO

FOR AND IN CONSIDERATION of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantee, 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 Howard Graham Swafford, III and wife, Andrea K. Swafford, hereinafter called **"GRANTEES,"** their 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. 750 on the plan of the Revision of Lots 747 through 752 and Open Spaces D and E, Phase Eight, Lenox Village, as shown of record in Instrument No. 20070720-0086819 in the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for more complete details of said lot.

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. 20070928-0115829 in the Register's Office for Davidson County, Tennessee.

The conveyance of the above-described parcel of land is subject to the following:

1. 2008 Davidson County Taxes have been prorated by the parties and been assumed by the Grantees; and
2. Matters shown on Plan of record as Instrument No. 20070720-0086819, 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; and,
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 2854 Adara Lane, 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 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 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 April 11, 2008.

Regent Homes, LLC, a Tennessee Limited Liability Company:

By: _____
Richard W. Sebastian

Its: Authorized Representative

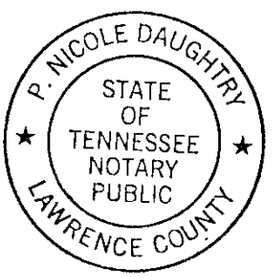
STATE OF TENNESSEE, COUNTY OF DAVIDSON

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 April 11, 2008.

P. Nicole Daughtry
NOTARY PUBLIC

My Commission Expires:
11/30/09



AFFIDAVIT AS TO LIENS AND ENCUMBRANCES

On April 11, 2008, before me personally appeared Regent Homes, LLC, Owners of property and/or General Contractor, to me personally known, who being duly sworn on their oath, did say that all of the persons, firms and corporations, including the general contractor and all subcontractors who have furnished services, labor or materials according to plans and specifications, or extra items, used in the construction or repair of buildings and improvements on the real estate hereinafter described, have been paid in full and that such work has been fully completed and accepted by the owner.

Affiant further says that no claims have been made to Affiant by, nor is any suit now pending on behalf of any contractor, subcontractor, laborer or materialman, and further that no chattel mortgages, conditional bills of sale, retention of title agreements, security agreements, financing statements, or personal property leases have been given or are outstanding as to any fixtures, appliances, or equipment which are now installed in or upon said real property, or the improvements thereon.

Affiant further says that there are no outstanding deeds of trust, mortgages, judgment liens, mechanics or materialmens liens filed of record or unfiled claims or any other liens or encumbrances of any kind except as follows:

First Deed of Trust and Security Agreement executed by Regent Homes, LLC, a limited liability company organized under the laws of the State of Tennessee, to David W. Kious, Trustee, dated April 25, 2005, of record as Instrument No. 20050429-0047947, Register's Office for Davidson County, Tennessee, in favor of Bank of America, N.A., in the amount of $3,000,000.00. As made applicable to the subject property by Amendment and Modification of Deed of Trust of record as Instrument No. 20070928-0115830, said Register's Office (being paid off as to the subject property, partial release to be obtained and recorded).

Affiant on behalf of said Owner of Property and/or General Contractor does for a valuable consideration hereby agree and guarantee to hold **ORTALE, KELLEY, HERBERT & CRAWFORD AND CHICAGO TITLE INSURANCE COMPANY** (By reason of the fact that it has issued its title insurance policies), harmless against any liens, claims or suit of or by any general contractor, subcontractor, mechanic or materialman, and against chattel mortgages, conditional bills of sales, retention of title agreements, security agreements, financing statements, or personal property leases in connection with the construction, repair or sale of such building or improvements on said real estate.

The real estate and improvements referred to herein are situated in the County of Davidson, State of Tennessee, and are described as follows, to-wit: 2854 Adara Lane, Nashville, TN 37211.

Regent Homes, LLC, a Tennessee
Limited Liability Company:

BY: _____
Richard W. Sebastian
TITLE: 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 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, 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, at office, on April 11, 2008.

NICOLE DAUGHTRY
STATE OF TENNESSEE
NOTARY PUBLIC
LAWRENCE COUNTY

_____
Notary Public