Address New Owner(s)	Send Tax Bills To:	Map-Parcel Number(s)
Larry T Whaley	Suntrust Mortgage, Inc	173-10-0-C-038.00
117 Blackpool Drive	1001 Semmes Avenue	
Antioch, TN 37013	Richmond, VA 23224	

THIS INSTRUMENT PREPARED BY:
TrustLand Title & Escrow, LLC.
1720 West End Avenue, Suite 400
Nashville, Tennessee 37203

STATE OF TENNESSEE
COUNTY OF DAVIDSON
The actual consideration or value, whichever is greater, for this transfer is **$300,993.00**

Affiant

Subscribed and sworn to before me, this the 8th day of August, 2008.

Notary Public

My Commission Expires: _____
(Affix Seal)

A. R. TURNER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires MAY 8, 2012

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 ($10.00) DOLLARS cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, **Capitol Homes, Inc., a Tennessee Corporation, ("Grantor")**, has this day bargained and sold, and does hereby bargain, sell, transfer and convey unto **Larry T Whaley and Maresa L Whaley, Husband and Wife, ("Grantee")**, it successors and assigns, certain tracts or parcels of land in **Davidson** County, Tennessee, described as follows, to wit:

Land in Davidson County, Tennessee, Being Lot No. 137 on the Plan of Delvin Downs Phase 1, a Planned Unit Development of record in Instrument 20070807-0094328, Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete and accurate description of said lot.

Being part of the same property conveyed Capitol Homes, Inc, a Tennessee Corporation, by Special Warranty Deed from Urban Land Development, LLC, a Tennessee limited liability company, dated September 14, 2007, recorded in Instrument No. 20070919-0112201, in the Register's Office for Davidson County, Tennessee.

This is ☒ Improved OR ☐ Unimproved property located at: **117 Blackpool Drive, Antioch, TN 37013**

Said property is conveyed subject to the matters described on Exhibit B attached hereto.

TO HAVE AND TO HOLD said land with the appurtenances, hereditaments, estates, title and interest thereto belonging to Grantee, its successors and assigns, forever.

Grantor covenants and binds itself and its representatives to warrant and forever defend the title to said land to Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through and under Grantor (other than claims arising out of matter set for on Exhibit B), but not further or otherwise.

IN WITNESS WHEREOF, Grantor has executed this instrument on this **8th** day of **August, 2008.**

Capitol Homes, Inc.

By: **David S. Luecke**
It's: **President**

Davidson County DEEDWARR
Recvd: 08/11/08 10:08 3 pgs
Fees:18.00 Taxes:1113.67
20080811-0082301

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, the undersigned of the State and County mentioned, personally appeared **David Luecke** with whom I personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged such person to be the **President** of **Capitol Homes, Inc.,** the within named bargainor, a corporation, and that such **David Luecke**, executed the foregoing instrument for the purposed therein contained, by personally signing the name of the corporation as **President.**

Witness my hand and Seal at office on the **8th** day of **August, 2008.**



Notary Public

My Commission Expires: _____

My Commission Expires MAY 8, 2012

EXHIBIT B

Permitted Exceptions

1. Property taxes for the year 2008, a lien not yet due and payable. Said taxes have been prorated between the parties as of the date of this instrument, with the GRANTORS paying their prorate share thereof to GRANTEES who will be responsible for payment of said taxes.
2. 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.
3. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of PHASE 1, DELVIN DOWNS, as recorded in Instrument No. 20070807-0094340 , but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
4. Covenants, Conditions and Restrictions as set forth in Declaration of Covenants, Conditions and Restrictions recorded in Instrument No. 20070807-0094340 , but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
5. Easement for Right of Way, recorded in Book 2739, Page 637.
6. Stormwater Detention Agreement recorded at Instrument No. 20060406-0039484.
7. Subject to the flow of any creeks, streams, or branches across subject property.
8. Right of the upper and lower riparian owners to the free and unobstructed flow of the water of any rivers, creeks, or streams without diminution or pollution and the consequence of any past or future change in the locations of any rivers creeks or streams.
9. Rights of the upper and lower riparian owners in and to the waters of crossing or adjoining the property, and the natural flow thereof, free from diminution or pollution.