Address New Owner(s)	Send Tax Bills To:	Map-Parcel Number(s)
Tracy Berry	Franklin American Mtg Company	164130A069.00CO
512 Goldroom Way	501 Corporate Centre Drive #400	
Antioch, TN, 37013	Franklin, TN. 37067	

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

Davidson County DEEDWARR
Recvd: 10/22/08 10:30 2 pgs
Fees:13.00 Taxes:721.50
20081022-0105792

STATE OF TENNESSEE
COUNTY OF DAVIDSON
The actual consideration or value, whichever is greater, for this transfer is **$195,000.00**

Tracy Berry
Affiant

Subscribed and sworn to before me, this the 21st day of October, 2008.

L.M. Lm
Notary Public

My Commission Expires: _____
(Affix Seal)

L.M. CORRIVEAU
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires MAR. 21, 2009

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 bargained and sold, and does hereby bargain, sell, transfer and convey unto **Tracy Berry, a single man, ("Grantee"),** and Grantee's successors and assigns, certain tracts or parcels of land located in **Davidson** County, **Tennessee,** to wit:
Land in Davidson County, Tennessee, being Lot No. 76 on the FINAL PLAT, PHASE FOUR, TREEHAVEN SUBDIVISION, as shown on plat of record in Instrument No. 200603160030439, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more particular description of said property.

Being a part of the same property conveyed to Capitol Homes, Inc, a Tennessee Corporation, by Warranty Deed from Summerfield Development, LLC, dated March 31, 2006, of record in Instrument No. 20060413-0042457, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to: (1) Property taxes for the year 2009, 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) all applicable zoning ordinances (3) utility, sewer, drainage and other easements of record, (4) all subdivision/condominium assessments, covenants, bylaws, restrictions, declarations and easements of record, (5) building restrictions, and (6) other matters of public record.

This is improved property located at: **512 Goldroom Way, Antioch, TN 37013**

TO HAVE AND TO HOLD said land with the appurtenances, hereditaments, estates, title, and interest thereto belonging to the Grantees. Grantors covenant with said Grantees that they are lawfully seized and possessed of said land in fee simple, possessing a good right to convey it, and that the said land is unencumbered, except as set forth herein.

GRANTORS further covenants and binds themselves, their heirs, successors, and representatives to warranty and defend the title to the said land to Grantees, their heirs, successors, and assigns against the lawful claims of all persons whatsoever.

WITNESS our hands on the **21st** day of **October, 2008**.

Capitol Homes, Inc.

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

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, the undersigned a Notary Public in and for said County and State, duly commissioned and qualified, personally appeared **David Luecke**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the **President** of **Capitol Homes, Inc.,** the within named bargainor, a Tennessee Corporation, and that he as such **President**, as duly authorized executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as **President**.

Witness my hand and Official Seal this the **21st** day of **October, 2008**.

C. M. Corriveau
Notary Public

My Commission Expires:

