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| **THIS INSTRUMENT PREPARED BY:**<br>**Mudter Morgan, Patterson & Akins**<br>**Attorneys-at-Law**<br>**2000 Richard Jones Road**<br>**Suite 110**<br>**Nashville, Tennessee 37215**<br>**FTEC File No. 28173-11-2008**<br><br>**Record & Return To:**<br>**Realty Title & Escrow Company, Inc.**<br>**5111 Maryland Way, Suite 101**<br>**Brentwood, TN 37027** | STATE OF TENNESSEE, COUNTY OF DAVIDSON:<br>The actual consideration or value, whichever is greater, for this transfer is: $154,100.00.<br>Affiant<br>Subscribed and sworn to before me this 18th day of December, 2008.<br>Notary Public<br>My Commission Expires: 06/23/10<br>JUDY J. LEWIS STATE OF TENNESSEE NOTARY PUBLIC SUMNER COUNTY |

# WARRANTY DEED

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| **Address New Owner:**<br>Nyahon. Nyuon<br>3009 Beachmist Way<br>Antioch, TN 37013 | **Send Tax Bills To:**<br>**Mortgage Investors Group**<br>8320 E. Walker Springs Ln.<br>Knoxville, TN 37923 | **Tax Information:**<br>Map and Parcel No.:<br>150160A09900CO |

**FOR AND IN CONSIDERATION** of the sum of Ten and No/100 Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, **James J. Reese, Jr.**, ("Grantor"), has this day bargained and sold, and does hereby transfer and convey to **Nyahon Nyuon, a married woman** ("Grantee"), its successors, heirs and assigns, all that tract or parcel of land in Davidson County, Tennessee, more particularly described on Exhibit "A" hereto.

This is improved property located at 3009 Beachmist Way, Antioch, TN 37013

**TO HAVE AND TO HOLD** said real estate, with the appurtenances, estate, title and interest thereto belonging, to Grantee, its successors, heirs and assigns, forever.

And Grantor covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered, except as set out on Exhibit "A" hereto. Grantor further covenants and binds itself, its successors, heirs and assigns to warrant and forever defend the title to said real estate to Grantee, its successors, heirs and assigns against the lawful claims of all persons, except as set out on Exhibit "A" hereto.

Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

**IN WITNESS WHEREOF**, Grantor has executed this instrument on the 18th day of December, 2008.

James J. Reese, Jr.

STATE OF TENNESSEE, COUNTY OF DAVIDSON SS.:

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, aforesaid, **James J. Reese, Jr.**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 18th day of December, 2008.

Notary Public

My Commission Expires:

MICHAEL MORGAN STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

NOTARY PUBLIC
AT LARGE
J. Michael Morgan
My Commission Expires
July 25, 2009
STATE OF TENNESSEE

Davidson County DEEDWARR
Recvd: 12/23/08 13:40 2 pgs
Fees:13.00 Taxes:570.17

20081223-0122401

# EXHIBIT "A"

Land in Davidson County, Tennessee, being Lot No. 3 on the Plan of Section Three, Windhaven Shores, as of record in Instrument No. 20041214-0148382, Register's Office for Davidson County, Tennessee to which plan reference is made for a more complete description.

Being the same property conveyed to James J. Reese, Jr. by Substitute Trustees Deed dated October 21, 2008 from Trustee Management Company, as successor Trustee of record in Instrument No. 20081027-0107111, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to:

1. 2008 City/County Taxes which have been paid by the Grantor and prorated by the parties.
2. If improvements are completed after January 1 of any year, the Law requires supplemental assessments for the year in which improvements are completed as defined by Statute. The Company assumes no liability for taxes assessed by correction pursuant to the provisions of T.C.A. § 67-5-603.
3. Declaration of Covenants, Conditions and Restrictions for Windhaven Shores of record in Instrument No. 20030219-0021585, Register's Office for Davidson County, Tennessee, (omitting therefrom any covenants, conditions or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenants, conditions 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).
4. By-Laws of Windhaven Shores Owners Association, Inc., of record in Instrument No. 20030219-0021586, Register's Office for Davidson County, Tennessee.
5. Dedication of common area to Windhaven Shores Owners Association, Inc. of record in Instrument No. 20060724-0088808 and re-recorded in Instrument No. 20061204-0148906, Register's Office for Davidson County, Tennessee.
6. Charter of Incorporation of Windhaven Shores Owners Association, Inc. of record in Instrument No. 20060228-0026797, Register's Office for Davidson County, Tennessee.
7. All matters appearing on the Plan of record as Instrument No. 20041214-0148382, Register's Office for Davidson County, Tennessee.
8. Easement for Agreement for Dedication of Easement for water mains and appurtenances of record in Book 8149, page 895, Register's Office for Davidson County, Tennessee.
9. Storm water detention agreement of record in Instrument No. 20020603-0066392, Register's Office for Davidson County, Tennessee.