Davidson County DEEDWARR
Recvd: 02/27/09 10:44 4 pgs
Fees:23.00 Taxes:1609.50
20090227-0017269

6

ADDRESS NEW OWNER:	MAP/PARCEL	SEND TAX BILLS TO:
Allen Glenn & Susan Huber **320 Bournemouth Lane** **Hermitage, TN 37076**	87-1-A-33CO	**Shelter Mortgage Company** **d/b/a Primacy Home Loans** **1550 Utica Avenue So.** **St. Louis Park, MN 55416**
This instrument prepared by: Bradley Arant Boult Cummings LLP (BRS) 1600 Division Street, Suite 700, P.O. Box 340025, Nashville, TN 37203		

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN and NO/100 DOLLARS ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, **NEW SOUTH FEDERAL SAVINGS BANK**, a federally chartered savings bank (the "Grantor"), has bargained and sold, and by these presents does transfer and convey to **ALLEN G. HUBER** and wife, **SUSAN HUBER** (together, the "Grantee"), Grantee's heirs, successors and assigns, certain land in Davidson County, State of Tennessee, being more particularly described in **Exhibit A**, which is attached hereto and incorporated herein by this reference (the "Property").

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to those exceptions listed on **Exhibit B**, attached hereto and incorporated herein by reference (the "Permitted Exceptions"). This is improved property known as 320 Bournemouth Lane, Hermitage, Davidson County, Tennessee.

TO HAVE AND TO HOLD the Property with all appurtenances, estate, title, and interest thereto belonging to the Grantee, Grantee's heirs, successors and assigns, forever.

Grantor covenants with the Grantee that the Property is free from all encumbrances made or suffered by Grantor, except to the extent otherwise set forth herein.

Grantor further covenants and binds itself to warrant and forever defend the title to the Property to the said Grantee, Grantee's successors and assigns, against the lawful claims of all persons whomsoever claiming by, through or under Grantor, but not otherwise.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $435,000.00.

I. DYKE TATUM
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TN
My Commission Expires May 23, 2009

Affiant

Subscribed and sworn to before me this 25th day of February, 2009.

Notary Public
My Commission Expires:_____

2077014

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed this 25th day of February, 2009.

GRANTOR:

NEW SOUTH FEDERAL SAVINGS BANK

By: _____
Name: Phillip A. Smith
Title: Vice President

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, L. DYKE TATUM, Notary Public, Phillip A. Smith, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Vice President of New South Federal Savings Bank, a federally chartered savings bank, the within named bargainor, and is authorized to execute this instrument on behalf of New South Federal Savings Bank.

WITNESS my hand, at office, this 25th day of February, 2009.

_____
Notary Public
My Commission Expires: _____

L. DYKE TATUM
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TN
My Commission Expires May 23, 2009

Exhibit A
Property

Land in Davidson County, Tennessee, being Lot No. 133, on the final plat of Aarons Cress, a Cluster Lot Development, Phase 1B, filed for record as Instrument 20070910-0108427, Register's Office for Davison County, Tennessee, to which plat reference is hereby made for a more complete description thereof.

Being the same property conveyed to New South Federal Savings Bank by Trustees Deed dated February 12, 2009 from Brooks R. Smith and filed for record in Instrument No. 20090213-0012846 and also being the same property conveyed to H Group, LCL, a Tennessee limited liability company by Quitclaim Deed dated November 14, 2007 from Hermitage Developers, Inc., a Tennessee corporation of record in Instrument No. 20071114-0133697. Further, having been a part of the property conveyed to Hermitage Developers, Inc., a Tennessee corporation by Deed in the years 2005 and 2006 of record in Instrument No. 20050606-0064066, Instrument No. 20050606-0064067 and Instrument No. 20060510-0052713 in the Register's Office for Davidson County, Tennessee.

Exhibit B
Permitted Exceptions

1. All governmental regulations and restrictions, including, without limitation, building and zoning ordinances.

2. All covenants, conditions, reservations, exceptions and easements, and all oil, gas and mineral conveyances and leases, if any, in effect and shown of record.

3. Real estate taxes, stand-by fees, and assessments (general and special) for the current year, 2009, and all subsequent years.

4. Defects, liens, encumbrances and adverse claims created by Grantee or assumed or agreed to in writing by Grantee.

5. Rights, if any, of third parties with respect to any portion of the subject property lying within the boundaries of a public or private street, road or right-of-way.

6. The Plan of Record in Instrument No. 20070910-0108427, in the Register's Office for Davidson County, Tennessee, shows an owner's certificate, a building envelope and a 20 foot easement for public utility and drainage purposes along the southerly and westerly line(s) and 10 feet along the northerly line of said lot. Said plan also shows a 3 foot pedestrian easement along the southerly and westerly lines.

7. Restrictive covenants contained in the Instrument of Record in Instrument No. 20060131-0012116 in the Davidson County Register's Office.

8. Charter of homeowner's association of record in Instrument No. 20060131-0012115 in the Register's Office for Davidson County, Tennessee.

9. Subject to notice of completion of record in Instrument No. 20081017-0104517 in the Register's Office for Davidson County, Tennessee.