BILL GARRETT, Davidson County
Trans:T20090027015 DEEDWARR
Recvd: 04/24/09 09:17 2 pgs
Fees:13.00 Taxes:833.96
20090424-0037160

SPECIAL WARRANTY DEED

STATE OF TENNESSEE
County of Davidson
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 225,395.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 23rd April, 2009

Notary Public

My Commission Expires: 8-18-12
(AFFIX SEAL)

CAROLYN GLEAVES NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY MY COMMISSION EXPIRES August 18, 2012

THIS INSTRUMENT WAS PREPARED BY

SETTLEMENT SERVICES OF TENNESSEE, LLC, 121 FIRST AVENUE, SOUTH, SUITE 210 FRANKLIN, TENNESSEE 37064 (615) 591-1156

Address of New Owners as Follows:	Send Tax Bills To:	Map Parcel No.
Linda K. WALDEMAR 1444 Good Night Court Nashville, TN 37207	NVR Mortgage Finance, Inc. 121 Hillpointe Dr., Suite 100 Canonsburg, PA 15317	041-03-0-A-085.00 CO

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid by the hereinafter named Grantee, and other good valuable consideration, the receipt of which is hereby acknowledged, We, **NVR, Inc., a Virginia Corporation T/A Fox Ridge Homes**, hereinafter called Grantor have bargained and sold, and by these presents do transfer and convey unto **Linda K. WALDEMAR, married and husband, Ainsworth L. WALDEMAR**, hereinafter called Grantees, their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit.

Land in Davidson County, Tennessee, being Lot No. 23 on the Plan of Section Two, Vantage Pointe of record in Plat Book Instrument No. 20060406-0040015, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more particular description.

Being the same property conveyed to NVR, Inc. T/A Fox Ridge Homes by Warranty Deed from General Constructions Company, Inc., dated February 16, 2009, recorded in Instrument No. 20090217-0013116, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to:

a) Davidson County Taxes and assessments for the year 2009, and subsequent years, which are a lien and not yet due and payable. Said taxes have been prorated between the parties as of the date of the closing, with Grantor paying his prorate part thereof to Grantee, who will be responsible for payment of said taxes when they become due and payable..

b) All matters of Record in the Plan of Vantage Pointe, Section two of record in Instrument No. 20060406-0040015 of said Registers Office.

c) Restrictive Covenants of record in Instrument No. 20031009-0150482, 20060830-0107227 and 20061002-0121913, Register's Office for Davidson County, Tennessee.

d) By-Laws of record in Instrument No. 20060830-0107227, Register's Office for Davidson County, Tennessee.

e) Charter for HOA recorded in Instrument No. 20060829-0106727, Register's Office for Davidson County, Tennessee.

f) Subject o Charter for HOA in Instrument No. 20060829-0106727, said Register's Office.

g) Subject to rights of others in and to common areas/elements.

h) Subject to lien for special assessment contained in the Declarations of Covenants, Conditions and Restrictions.

In the event that any exception herein contains covenants, conditions and restrictions, said exception omits any Covenants or restrictions, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
All existing and recorded easements, rights of way and restrictions, all zoning regulations, building restrictions and setback lines, if any, and easements or right of ways for public utilities.

unimproved: ( )
This is improved: (X) property, known as: **1444 Good Night Court, Lot 23, Vantage Pt., Nashville, TN 37207**

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 we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, 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 person 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 MY HAND 23 day of April, 2009.

NVR, INC., a Virginia Corporation, trading as Fox Ridge Homes

BY: Ashley Brews
Ashley Crews, Appointed Assistant Secretary

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, the undersigned Notary Public in and for the County and State aforesaid, personally came Ashley Crews, Appointed Assistant Secretary, with whom I am personally acquainted and who upon his oath(s) acknowledged herself to be the Appointed Assistant Secretary respectively of NVR, Inc., a Virginia corporation, trading as Fox Ridge Homes, the within named bargainor, and corporation, and that she as such Appointed Assistant Secretary being authorized so to do, execute the foregoing instrument for the purpose therein contained by signing the name of the corporation, by the said Ashley Crews as such Appointed Assistant Secretary, and attesting the same of the corporation, by the said Ashley Crews as such Appointed Assistant Secretary.

WITNESS my hand and notarial seal at my office at Brentwood, Tennessee, this 23 day of April, 2009.

Carolyn Gleaves
NOTARY PUBLIC

My Commission expires: 8-18-12

CAROLYN GLEAVES
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY
MY COMMISSION EXPIRES August 18, 2012