THIS INSTRUMENT PREPARED BY: **Mudter Morgan, Patterson & Akins** **Attorneys-at-Law** **2000 Richard Jones Road** **Suite 110** **Nashville, Tennessee 37215** **FTEC File No. 28973-08-2009** **Record & Return To:** **First Title and Escrow Company, Inc.** **2000 Richard Jones Road, Suite 110** **Nashville, TN 37215** File Box 9B	STATE OF TENNESSEE, COUNTY OF DAVIDSON: The actual consideration or value, whichever is greater, for this transfer is: $350,000.00. Affiant Subscribed and sworn to before me this 2nd day of September, 2009. Notary Public My Commission Expires:

STATE OF TENNESSEE NOTARY PUBLIC GERALD G. PATTERSON DAVIDSON COUNTY, TENN.

My Commission Expires August 23, 2011

WARRANTY DEED

Address New Owner: Joseph Montgomery 1105 Princeton Hills Drive Nolensville, TN 37135	**Send Tax Bills To:** First Community Mortgage, Inc. 1610 South Church Street, Suite A Murfreesboro, TN 37130	**Tax Information:** Map and Parcel No.: 188100A00100CO

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, **Capstone Homebuilders Group, LLC**, ("Grantor"), has this day bargained and sold, and does hereby transfer and convey to **Joseph Montgomery and Dawn Montgomery, husband and wife** ("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 1105 Princeton Hills Drive, Nolensville, TN 37135

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 2nd day of September, 2009.

Capstone Homebuilders Group, LLC

BY: _____

Don E. Scurlock, Chief Manager

STATE OF TENNESSEE, COUNTY OF DAVIDSON SS.:

Before me, the undersigned, of the State and County aforesaid, personally appeared Don E. Scurlock 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 Chief Manager (or other officer authorized to execute the instrument) of Capstone Homebuilders Group, LLC the within named bargainor, a corporation, and that he as such Chief Manager executed the foregoing instrument for the purposes therein contained, by signing the name of Capstone Homebuilder Group, LLC by himself as such Chief Manager.

Witness my hand, at office, this 2nd day of September, 2009.

Notary Public

My Commission Expires:

STATE OF TENNESSEE NOTARY PUBLIC GERALD G. PATTERSON DAVIDSON COUNTY, TENN.

My Commission Expires August 23, 2011

BILL GARRETT, Davidson County
Trans:T20090061719 DEEDWARR
Recvd: 09/09/09 09:15 2 pgs
Fees:13.00 Taxes:1295.00

20090909-0084317

EXHIBIT "A"

Land in Davidson County, Tennessee, being Lot No. 1 on the Plan of Carothers Crossing, Phase 1, as of record in Instrument No. 20070614-0071367, Register's Office for Davidson County, Tennessee to which plan reference is made for a more complete description.

Being the same property conveyed to Capstone Homebuilders Group, LLC by Deed dated 6/29/2007 from Wood Ridge Development, Inc. of record in Instrument No. 20070725-0088236, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to:

1. 2009 County Taxes which have been prorated by the parties and assumed by the Grantee.
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 Carothers Crossing of record in Instrument No. 20070627-0076581 and amended in Instrument No. 20080515-0049893, 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. Declaration of Covenants, Conditions By-Laws and Restrictions for Carothers Crossing, of record in Instrument No. 20070627-0076582 and amended in Instrument No. 20080515-0049892, 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).
5. Charter of Incorporation of Carothers Crossing Neighborhood Association, Inc. of record in Instrument No. 20070307-0027908, Register's Office for Davidson County, Tennessee.
6. Terms and limitations imposed by Tennessee Horizontal Property Act, T.C.A. § 66-27-101, et seq.
7. All matters appearing on the Plan of record as Instrument No. 20070614-0071367, Register's Office for Davidson County, Tennessee.
8. Easement for pipeline of record in Book 4558, Page 484, Register's Office for Davidson County, Tennessee.
9. Storm water detention agreement of record in Instrument No. 20060407-0040185 and Instrument No. 20060526-0062228, Register's Office for Davidson County, Tennessee.
10. Agreement for private stormwater management facilities recorded in Instrument No. 20070711-0082648, Register's Office for Davidson County, Tennessee.
11. Easement and Memorandum of Agreement of record in Instrument No. 20070123-0009057, Register's Office for Davidson County, Tennessee.