(1)

Address New Owner(s)	Send Tax Bills To:	Map-Parcel Number(s)
David Waters Donna Waters 2053 Sherbrooke Lane Nashville, TN 37211	New Owner	180-04-0-A-089.00CO

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

Return to:
SIDWELL & BARRETT, P.C.
121 1st Avenue South, Suite 200
Franklin, TN 37064

Tonja Barron
State of Tennessee Notary Public
Williamson County

My commission expires November 21, 2012

STATE OF TENNESSEE
COUNTY OF WILLIAMSON
The actual consideration or value, whichever is greater, for this transfer is **$309,000.00**

Affiant

Subscribed and sworn to before me, this the 24th day of September, 2009.

Notary Public

My Commission Expires: _____
(Affix Seal)

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, **Harmony Home Builders, LLC, a Tennessee Limited Liability Company, ("Grantor")**, has this day bargained and sold, and does hereby bargain, sell, transfer and convey unto **David Waters and Donna Waters, husband and wife, ("Grantee")**, it successors and assigns, certain tracts or parcels of land in **Davidson** County, Tennessee, described as follows, to wit:

Land in Davidson County, Tennessee, Being Lot No. 144 on the Plan of HIGHLAND CREEK, SECTION THREE, a Planned Unit Development, of record in Instrument No. 20011211-0136446, and revised in Instrument No. 20030716-0099524, Plan of Highland Creek, Revision One, Section Three, Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete and accurate description of said lot.

Being the same property conveyed to Harmony Home Builders, LLC, by Warranty Deed from PMD Properties, LLC, dated April 14, 2009, of record in Instrument No. 20090416-0034426, Register's Office for Davidson County, Tennessee.

This is improved property located at: **2053 Sherbrooke Lane, Nashville, TN 37211**

Said property is conveyed subject to the matters described on Exhibit B attached hereto.

TO HAVE AND TO HOLD said land with the appurtenances, hereditaments, estates, title and interest thereto belonging to Grantee, its successors and assigns, forever.

Grantor covenants and binds itself and its representatives to warrant and forever defend the title to said land to Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through and under Grantor (other than claims arising out of matter set for on Exhibit B), but not further or otherwise.

IN WITNESS WHEREOF, Grantor has executed this instrument on this **24th** day of **September, 2009.**

Harmony Home Builders, LLC

By: **James E. Carden, III**
It's: **Member**

BILL GARRETT, Davidson County
Trans: T20090066557 DEEDWARR
Recvd: 09/30/09 13:37 3 pgs
Fees: 18.00 Taxes: 1143.30
20090930-0090796

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, the undersigned of the State and County mentioned, personally appeared **James E. Carden, III** with whom I personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged such person to be the **Member** of **Harmony Home Builders, LLC,** the within named bargainor, a limited liability company, and that such **James E. Carden, III**, executed the foregoing instrument for the purposed therein contained, by personally signing the name of the limited liability company as **Member.**

Witness my hand and Seal at office on the **24th** day of **September, 2009.**

Notary Public

My Commission Expires: _____



My Commission Expires MAR. 4, 2013

EXHIBIT B

Permitted Exceptions

1. Property taxes for the year 2010, a lien not yet due and payable. The 2009 property taxes have been prorated between the parties as of the date of this instrument, with the GRANTEES paying their prorate share thereof to GRANTORS who will be responsible for payment of said taxes.

2. Subject to any and all zoning regulations, building restrictions, setback lines, if any, and easements and rights of way for public utilities applicable to this property.

3. All matters shown on the Plat of Highland Creek, Revision One Section Three, of record in Instrument No. 20011211-0136446 and Instrument No. 20030716-0099524, Register's Office for Davidson County, Tennessee.

4. Storm Water Detention Agreement of record in Book 11338, page 738, Register's Office for Davidson County, Tennessee.

5. Sanitary Sewer Easements of record in Book 10316, page 569, Book 10419, page 470, Book 10419, page 504, Book 10419, page 516 and Book 10569, page 732, Register's Office for Davidson County, Tennessee.

6. Quit Claim Deed for common areas to the homeowners association of record in Instrument No. 20031014-0151693 and Instrument No. 20041229-0153516, Register's Office for Davidson County, Tennessee.

7. Declaration of Covenants, Conditions and Restrictions of record in Book 11568, page 311, Instrument No. 20000413-0037474 and Instrument No. 20041229-0153576, Register's Office for Davidson County, Tennessee.

8. By-Laws of record in Book 11568, page 301, Register's Office for Davidson County, Tennessee.