WARRANTY DEED

STATE OF TENNESSEE, COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER FOR THIS TRANSFER IS $335,000.00.

Affiant

Subscribed and sworn to me on September 25, 2009.

NOTARY PUBLIC

My Commission Expires: 1/3/2011

JOHN COBB ROCHFORD STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF DAVIDSON

THIS INSTRUMENT WAS PREPARED BY:
Community Title Company, LLC
2200 Abbott Martin Road
Nashville, TN 37215
(615)269-7676

Davidson County DEEDWARR
Recvd: 10/01/09 11:26 3 pgs
Fees:18.00 Taxes:1239.50
20091001-0091142

NAME/ADDRESS OF NEW OWNER:	SEND TAX BILLS TO:	MAP – PARCEL #
Timothy Ayers Lavender, II and Amanda Matisak Lavender 1625 Rachel Way Old Hickory, TN 37138	Same	064-03-0A-096.00

FOR AND IN CONSIDERATION of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantees, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **KENNETH G. BLACKBURN and wife, M. TENAE BLACKBURN**, hereinafter called **"GRANTORS,"** have bargained and sold, and by these presents do transfer and convey unto **TIMOTHY AYERS LAVENDER, II and, AMANDA MATISAK LAVENDER, husband and wife,** hereinafter called **"GRANTEES,"** their successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

LAND in Davidson County, Tennessee, being Lot No. 97 on the Plan of Phase Eleven, Section Two, Brandywine Pointe, of record in Book 9700, Page 241, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.

Being the same property conveyed to Kenneth G. Blackburn and wife, M. Tenae Blackburn, from Danny Chambers and wife, Lisa K. Chambers, by Warranty Deed dated February 12, 1999, and recorded on February 19, 1999, in Book 11346, Page 228, Register's Office for Davidson County, Tennessee.

The conveyance of the above-described parcel of land is subject to the following:

1. 2010 Davidson County and subsequent taxes are assumed by the Grantees; and
2. Subject to any and all covenants, conditions, zoning regulations, building restrictions, setback lines, if any, and easements and rights of way for public utilities applicable to this property, appearing in the public records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c); and
3. Matters appearing on the Plan of Phase Eleven, Sectioin Two, Brandywine Pointe, of record in Book 9700, Page 241, Register's Office for Davidson County, Tennessee; and
4. Survey and Plat set out a 5-foot Utility and Drainage Easement along rear lot line, a 30-foot Minimum Building Setback Line from Rachel Way, a 20-foot Minimum Building Setback Line from rear lot line, a 5-foot Minimum Building Setback Line from easterly (side) lot line, a 15-foot Minimum Building Setback Line from westerly (side) lot line, a 15-foot Public Utility and Drainage Easement along Rachel Way, which is encroached by a concrete drive; and
5. Restrictive Covenants of record in Book 10194, Page 767; Book 8120, Page 170; Book 8671, Page 484; Book 9010, Page 627; and Book 9117, Page 77, said Register's Office; and
6. All terms and provisions of the By-Laws of record in Book 10721, Page 835, said Register's Office; and
7. 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.

This property is also known as improved property located at 1625 Rachel Way, Old Hickory, Tennessee 37138.

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 successors and assigns, forever, and GRANTORS do covenant with the said GRANTEES that they 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 GRANTORS do further covenant and bind themselves, their heirs and assigns, to warrant and forever defend the title to the said land to the said GRANTEES, their successors and assigns, against the lawful claims of all persons 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 our hands on September 25, 2009.

Kenneth G. Blackburn

M. Tenae Blackburn

STATE OF TENNESSEE, COUNTY OF DAVIDSON

On September 25, 2009, before me personally appeared Kenneth G. Blackburn and wife, M. Tenae Blackburn to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand and official seal on September 25, 2009.

NOTARY PUBLIC

My Commission Expires: 1/3/2011

JOHN COBB ROCHFORD
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON

Certificate of Authenticity

I, John Cobb Rochford, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

John Cobb Rochford

Signature

State of Tennessee

County of Davidson

Personally appeared before me, Tara Steward, a notary public for this county and state, John Cobb Rochford who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Tara Steward

Notary's Signature

TARA STEWARD
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: 8/23/11