Bo4136

WARRANTY DEED

BILL GARRETT, Davidson County
Trans:T20090087640 DEEDWARR
Recvd: 12/30/09 14:14 2 pgs
Fees:13.00 Taxes:839.87
20091230-0118559

STATE OF TENNESSEE, COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER FOR THIS TRANSFER IS $226,992.00.

Eddie Messenger
Affiant

Subscribed and sworn to me on December 29, 2009.

JEREMY H. CHERRY STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

NOTARY PUBLIC

NOTARY PUBLIC
Jeremy H. Cherry
My Commission Expires
March 7, 2011
STATE OF TENNESSEE

THIS INSTRUMENT WAS PREPARED BY:
Richard W. Sebastian
ORTALE, KELLEY, HERBERT & CRAWFORD
200 Fourth Avenue North
Nashville, TN 37219-0375
Our File #24242SP

NAME/ADDRESS OF NEW OWNER:	SEND TAX BILLS TO:	MAP – PARCEL #
Eddie Messenger 709 Meadowcroft Lane Nolensville, TN 37135	SAME ADDRESS AS NEW OWNER	186-04-A-200

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, Regent Homes, LLC, a Tennessee Limited Liability Company, hereinafter called **"GRANTOR,"** has bargained and sold, and by these presents does transfer and convey unto Eddie Messenger, an unmarried man, hereinafter called **"GRANTEE,"** his heirs 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. 238 of Burkitt Place, Phase 2-E, Lots Nos. 184, 229, 230, 232 thru 238, 261 and 291 thru 294, of record as Instrument No. 20090902-0082756 in the Register's Office for Davidson County, Tennessee, to which reference is made for a more complete and accurate description.
>
> Being part of the same property conveyed to Regent Homes, LLC, a Tennessee limited liability company, by Deed from Burkitt Place Development, LLC, a Tennessee limited liability company, of record as Instrument No. 20090915-0086187 in the Register's Office for Davidson County, Tennessee.

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

1. 2009 Davidson County taxes which have been prorated by the parties and paid by Grantor; 2010 and subsequent taxes are assumed by the Grantees.
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. Subject to matters shown on Plat of record as Instrument No. 20090902-0082756 in the Register's Office for Davidson County, Tennessee.
4. Declaration of Covenants, Conditions and Restrictions for Burkitt Place of record as Instrument No. 20060306-0025388 as amended by Instrument No. 20070202-0014304, Register's Office for Davidson County, Tennessee.
5. Easement and Contribution Agreement of record as Instrument No. 20050816-0096915, Register's Office for Davidson County, Tennessee.

6. Easement Agreement of record as Instrument No. 20060317-0030915, Register's Office for Davidson County, Tennessee.
7. PUD Boundary Plat of record as Instrument No. 20050920-0113225, Register's Office for Davidson County, Tennessee.
8. Stormwater Detention Agreement of record as Instrument No. 20060427-0048083, Register's Office for Davidson County, Tennessee.
9. Quitclaim Deed for common areas of record as Instrument No 20071220-0145868, Register's Office for Davidson County, Tennessee.

This property is also known as improved property located at 709 Meadowcroft Lane, Nolensville, TN 37135.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, his heirs and assigns, forever, and GRANTOR does covenant with the said GRANTEE that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and GRANTOR does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the said land to the said GRANTEE, his heirs 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 December 29, 2009.

REGENT HOMES, LLC, A TENNESSEE LIMITED LIABILITY COMPANY:

By:_____
Richard W. Sebastian, Authorized Representative

STATE OF TENNESSEE, COUNTY OF DAVIDSON

Before me, the undersigned authority, of the State and County aforesaid, personally appeared Richard W. Sebastian, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, swore to and acknowledged himself to be the Authorized Representative of Regent Homes, LLC, the within named bargainor, and that he as such Authorized Representative executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Authorized Representative.

Witness my hand, at office, on December 29, 2009.

_____
NOTARY PUBLIC

My Commission Expires: March 7, 2011

JEREMY H. CHERRY STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

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Jeremy H. Cherry
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