Bk4 36

WARRANTY DEED

BILL GARRETT, Davidson County
Trans:T20110017630 DEEDWARR
Recvd: 03/25/11 14:35 3 pgs
Fees:18.00 Taxes:587.48

20110325-0023225

STATE OF TENNESSEE, COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER FOR THIS TRANSFER IS $185,806.00.

Joseph M. Barker
Affiant

Subscribed and sworn to me on March 25, 2011.

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

NOTARY PUBLIC

NOTARY PUBLIC
Jeremy H. Cherry
My Commission Expires
March 3, 2015
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 #24838SP

NAME/ADDRESS OF NEW OWNER:	SEND TAX BILLS TO:	MAP – PARCEL #
Joseph M. Barker Leigh C. Barker 3706 Shane Point Place Nashville, TN 37211	SAME ADDRESS AS NEW OWNER	172-160-A-004.00 CO

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 Joseph M. Barker and wife, Leigh C. Barker, hereinafter called **"GRANTEES,"** their 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. 4 on the Plan of Shane Point of record as Instrument No. 20101021-0084160 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 McGowan Family Limited Partnership, a Tennessee limited partnership, of record as Instrument No. 20070323-0035373 in the Register's Office for Davidson County, Tennessee.

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

1. 2011 Davidson County taxes which have been prorated by the parties and assumed by the Grantee(s).
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 Plan of record as Instrument No. 20101021-0084160 in the Register's Office for Davidson County, Tennessee.
4. Subject to matters shown on Plan of record as Instrument No. 20101021-0084160 in the Register's Office for Davidson County, Tennessee.

5. Declaration of Covenants, Conditions and Restrictions for Shane Point of record in Instrument No. 20100826-0067674, as corrected by Scrivener's Affidavit of record as Instrument No. 20100827-0068089, in the Register's Office for Davidson County, Tennessee, but omitting any covenants or restrictions, if any, 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.
6. Storm Water Detention Agreement of record in Book 11338, page 738, in said Register's Office.
7. Easement for Sanitary Sewers and/or Storm Drainage, Water Mains, Pumps and Appurtenances of record as Instrument No. 20091013-0094825 in said Register's Office.
8. Easement granted to Comcast of Nashville I, LLC, of record as Instrument No. 20090714-0065911 in said Register's Office.
9. Drainage Easement and Maintenance Agreement for Detention Facilities of record as Instrument No. 20070321-0035374 in said Register's Office.

This property is also known as improved property located at 3706 Shane Point Place, Nashville, TN 37211.

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 GRANTOR does covenant with the said GRANTEES 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 GRANTEES, their 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 March 25, 2011.

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 March 25, 2011.

NOTARY PUBLIC

My Commission Expires: ~~March 7, 2011~~ March 3, 2015

NOTARY PUBLIC
Jeremy H. Cherry
My Commission Expires
March 3, 2015
STATE OF TENNESSEE