BILL GARRETT, Davidson County
Trans:T20110023879 DEEDWARR
Recvd: 04/25/11 10:30 2 pgs
Fees:13.00 Taxes:851.00
20110425-0031235

Return To:
Foundation Title & Escrow, LLC
30 Burton Hills Blvd, Suite 175
Nashville, TN 37215

This Instrument Prepared By:
Mid South Title Services, LLC
Michael E. Hewgley, Attorney
3159 Highway 64, Suite 400
Eads, Tennessee 38028

WARRANTY DEED

THIS INDENTURE IS made and entered into this the **31st** day of **March, 2011,** by and between **BURKETT HOMES, INC., a Tennessee Corporation,** party of the first part, and Leisa D. Hans and Thomas James Hans, party of the second part.

WITNESSETH: That for and in consideration of Ten Dollars ($10.00) cash in hand paid and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the party of the first part has bargained and sold and does hereby bargain, sell, convey, and confirm unto the party of the second part the following described real estate, situated in Davidson County, Tennessee:

Land in Davidson County, Tennessee, being Lot No. 40, Map of Maynor Place, as shown on plat of record in Book 843, Page 24, in the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more particular description of said property.

This being the same property conveyed to the party of the first part by Special Warranty Deed of record by Federal National Mortgage Association recorded on the 27th day of October, 2010 at Instrument Number 20101027-0085911, in the Register's Office of Davidson County, Tennessee.

This conveyance is subject to any and all existing easements and restrictions as shown of record.

TO HAVE AND TO HOLD the above described real estate, together with all of the appurtenances and heridaments thereunto belonging or in any wise appertaining unto the party of the second part, its heirs, successors and assigns in fee simple forever.

The said party of the first part does hereby covenant with the said party of the second part that they are lawfully seized in fee of the aforedescribed real estate; that they have a good right to sell and convey the same; that the same is unencumbered, except for:

> 2011 Davidson County taxes, not yet due and payable, which the party of the second part assumes and agrees to pay, Subdivision Restrictions, Building Lines and Easements of record in **Book 843 , Page 24;** all in the Davidson County Register's Office of Davidson County, Tennessee.

And we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said party of the second part, their heirs and assigns, against the lawful claims of all persons whomsoever.

The word "party" as used herein shall mean "parties" if it refers to more than one person or entity, and pronouns shall be construed according to their proper gender and number according to the context hereof.

WITNESS the signature of the party of the first part the day and year first above written.

BURKETT HOMES, INC.

By: _____
Ronald E. Burkett, President

STATE OF TENNESSEE
COUNTY OF ~~FAYETTE~~ Davidson

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared **Ronald E. Burkett**, to me known (or proved to me on the basis of satisfactory evidence to be) and who, upon oath, acknowledged himself/herself to be the **President of Burkett Homes, Inc.**, the within named bargainer, a corporation, and that he/she, as such **President**, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as such **President**.

WITNESS my hand and Notarial Seal at office this **31st** day of **March, 2011**.

STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

_____
Notary Public
My commission expires: My Commission Expires MAY 2, 2011

STATE OF TENNESSEE
COUNTY OF DAVIDSON

I hereby swear or affirm that, to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is **$230,000.00**, which amount is equal to or greater than the amount which the property would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this the 31st day of March 2011.

Notary Public

My commission expires: 8.20.14

MELISSA J. BUTCHKO-TURECKI
STATE OF TENNESSEE NOTARY PUBLIC
SUMNER COUNTY, TENN.
My Comm. Expires August 20, 2014

Owner and Property Address:

1007 Maynor Avenue
Nashville, Tennessee 37216

Mail Tax Bills to: Same

Tax ID Number: 072-06-0-009.00

Return To: