BILL GARRETT, Davidson County
Trans:T20110073364 DEEDWARR
Recvd: 11/21/11 08:42 2 pgs
Fees:13.00 Taxes:2351.35

20111121-0090731

WARRANTY DEED

LARRY D. CRAIG NOTARY PUBLIC AT LARGE CHEATHAM COUNTY TENN.

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $635,500.00.

Affiant

SWORN AND SUBSCRIBED TO BEFORE ME, THIS THE 17th DAY OF November, 2011.

(Affix Seal) Notary Public

My Commission Expires: 10-28-2015

THIS INSTRUMENT WAS PREPARED BY and PLEASE RETURN TO:

BRENDA FRANKS HALE
HALE AND HALE, PLC
231 PUBLIC SQUARE, SUITE 312
FRANKLIN, TN 37064

Address of New Owners:	Send Tax Bills To:	Tax ID#:
Arnold R. Engelberg	-Same-	
588 Harwood Cove ~~1749 Glen Echo Road~~		Map and Parcel 117-15G-1300.00CO
Memphis, TN 38120 ~~Nashville, TN 37215~~		

For and in consideration of the sum of TEN DOLLARS, cash in hand, paid by the hereinafter named GRANTEE(S), and other good and valuable consideration, the receipt of which is hereby acknowledged, BARLOW BUILDERS, LLC, hereinafter called the GRANTOR(S), has bargained and sold, and by these presents does hereby transfer and convey unto ARNOLD R. ENGELBERG, hereinafter called the GRANTEE(S), his heirs and assigns, that certain tract or parcel of land in DAVIDSON COUNTY, STATE OF TENNESSEE described as follows, to wit:

LAND in Davidson County, Tennessee, being Lot 13, Phase Two, First Revision, The Glen Echo, as shown on plat of record in Instrument No. 20080104-0001057, in the Register's Office, Davidson County, Tennessee, to which plan reference is hereby made for a more particular description of said property.

BEING the same property conveyed to Barlow Builders by Warranty Deed from Anchor Investments, LLC, a Tennessee limited liability company, of record din Instrument No. 20110330-0024369, Register's Office for Davidson County, Tennessee.

This conveyance is subject to the following:

a. All matters appearing on the Plan of The Glen Echo, First Revision, Phase Two, of record in Plat Book 1424, page 52, and Instrument No. 20080104-0001057, Register's Office for Davidson County, Tennessee.

b. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Covenants, Conditions and Restrictions of record in Instrument No. 200770126-0010692, as amended by First Amendment in Instrument No. 20070726-0088889 and by Second Amendment in Instrument No. 20080423-0041434 and Third Amendment in Instrument No. 20100126-0006580 and Fourth Amendment in Instrument No. 20100407-0026268 and as affected by Assignment and Assumption Agreement recorded in Instrument No. 20091221-0115873, Register's Office for Davidson County, Tennessee, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap but does not discriminate against handicapped persons.

c. Charter of Glen Echo Homeowner's Association of record in Instrument No. 2070129-0011476, said Register's Office.

d. Stormwater Detention Agreement of record in Instrument No. 20060920-0116531; 20061017-0128854; 20070312-0029675; and 20091221-0115873, Register's Office for Davidson County, Tennessee.

e. Conveyance of Open Space to the Homeowner's Association of record in Instrument No. 20091221-0115870, said Register's Office.

This is (X) improved property known as 1749 Glen Echo Road, Nashville, Tennessee 37215 .

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(S), his heirs and assigns forever; and the GRANTOR(S), does

covenant with the said GRANTEE(S) that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and that the same is unencumbered, unless otherwise herein set out; and it further covenants and binds itself, its successors and representatives, to warrant and forever defend the title to the said land to the said GRANTEE(S), 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 my/our hand(s) this 17th day of November, 2011:

BARLOW BUILDERS, LLC

By: _____
Austin B. Pennington, Chief Manager

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Austin B. Pennington, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Chief Manager of Barlow Builders, LLC, the within bargainor, a limited liability company, and that he as such Chief Manager, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the company, by himself as such Chief Manager.

Witness my hand this 17th day of November, 2011, in Franklin, Tennessee.

_____
Notary Public

My Commission Expires: 4/28/2013

BRENDA FRANKS HALF
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

My Commission Expires April 28, 2013