BILL GARRETT, Davidson County
Trans:T20130034865 DEEDWARR
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Fees:18.00 Taxes:591.96

20130429-0042189

Send Tax Statements To
New Owner
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This Instrument Prepared By:
JOHN G. MITCHELL, III
Attorney at Law
201 E. Main St., Ste 300
Murfreesboro, TN 37130

Name and Address of New Owner:

Thomas Daniel Loxley
128 Hearthside Way
Antioch, TN 37013

From Information Furnished By
The Parties

Map & Parcel: 174-11-A/510CO

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned, **OLE SOUTH PROPERTIES, INC., A TENNESSEE CORPORATION,** has this day bargained and sold and does hereby transfer and convey unto **THOMAS DANIEL LOXLEY, an unmarried person** his heirs and assigns, forever, that certain parcel of real estate located in Davidson County, State of Tennessee, within the corporate limits of the City of Antioch, and being described as follows, to-wit:

Being all of Lot No. 81, on the plan of First Amendment, Cane Ridge Farms, Phase Three, Section One, according to plat and survey appearing of record in Instrument Number 20070703-0079200, of the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for more complete details of location and description of said lot.

Being the same property conveyed to Ole South Properties, Inc., a Tennessee Corporation, by deed from PNB Holding Co. 2, Inc., a Tennessee Corporation, dated November 28, 2012, appearing of record in Instrument Number 20121203-0111072, of the Register's Office of Davidson County, Tennessee. Further title vested in PNB Holding Co. 2, Inc., a Tennessee Corporation by deed from Pinnacle National Bank, a national banking association, dated December 27, 2011, appearing of record in Instrument Number 20111227-0100813, of the Register's Office of Davidson County, Tennessee. Title further vested in Pinnacle National Bank, from Cane Ridge Farms, LLC, a Tennessee Limited Liability Company, by Debtor's Deed dated December 27, 2010, appearing of record in Instrument Number 20110103-0000687, of the Register's Office of Davidson County, Tennessee.

This conveyance is made subject to Declaration of Covenants, Conditions and Restrictions of record in Instrument Number 20000905-0087103, amended in Instrument Number 20001204-0119093, Instrument Number 20010815-0088370, Instrument Number 20040319-0031603, and amendment in Instrument Number 20041102-0131848 and in Instrument No. 20100526-0040558; Detention Maintenance Agreement of record in Instrument No.20070130-0012097; Storm Water Detention Agreement of record in Instrument No. 20050825-0101604; Right-of-Way Easement of record in Instrument No. 20060607-0067535; Transmission Line Easement of record in Book 4428, page 565; Easement to United Telephone Company of record in Instrument No. 20020123-009340; Agreement of Dedication of Easement of record in Book 5078, page 476; Notice of hold of Building Permits of record in Instrument No. 20100218-0012636, as amended in Instrument No. 20100426-0031357; Subject to any creek or branch

Returned to:
TRI STAR TITLE & ESCROW, LLC
201 E. MAIN ST, STE 300
MUFREESBORO, TN 37130

running through or along the boundary line of subject property; to the minimum building setback lines, public utility and drainage easements, plat notes and all other matters shown on the aforesaid subdivision plats; and to the zoning regulations of the appropriate governmental body, and to any and all matters shown on said plat and survey of record in Instrument Number 20070703-0079200; all of said Register's Office.

THIS conveyance is subject to any and all existing easements and/or restrictions of record.

TO HAVE AND TO HOLD said real estate, together with all of the appurtenances, estate and title thereunto belonging unto the said **THOMAS DANIEL LOXLEY, an unmarried** person, his heirs and assigns, forever.

The undersigned covenants with the said Grantee that it is lawfully seized and possessed of said parcel of real estate, and that it has a good right to convey the same and that it is un-encumbered, except for the lien of the 2013 real property taxes which have been prorated between the parties and are assumed by the Grantee.

The undersigned further covenants and binds itself, its successors and assigns to forever warrant and defend the title to said real estate to the Grantee, his heirs and assigns, against the lawful claims of all persons, whomsoever.

This property is subject to and includes any and all lawful easements, setback lines, restrictions, etc. of record and applying to the within described property and to the zoning regulations of the appropriate governmental body.

IN WITNESS WHEREOF, the undersigned has executed this instrument 22nd day of April, 2013.

OLE SOUTH PROPERTIES, INC.

BY: COO
Roger Case, Chief Operating Officer

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named **Roger Case,** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the **Chief Operating Officer** of **OLE SOUTH PROPERTIES, INC., a Tennessee Corporation**, the bargainor, and that he as such **Chief Operating Officer**, executed the foregoing instrument **(WARRANTY DEED)** for the purposes therein contained, by signing the name of the corporation by himself as its **Chief Operating Officer**.

WITNESS MY HAND AND OFFICIAL SEAL in Antioch, Tennessee, this the 22nd day of April, 2013.



NOTARY PUBLIC
My Commission Expires: 1/24/17

AFFIDAVIT

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $159,990.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

AFFIANT

SWORN to and subscribed before me,
this 22nd day of April, 2013.

NOTARY PUBLIC

My Commission Expires: 1/24/17