BILL GARRETT, Davidson County
Trans:T20130062137 DEEDWARRSP
Recvd: 07/22/13 11:07 3 pgs
Fees:18.00 Taxes:1153.05

20130722-0075440

SPECIAL WARRANTY DEED

STATE OF TENNESSEE
County of Davidson
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 311,635.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 19 July, 2013

Notary Public

My Commission Expires: 9/23/15
(AFFIX SEAL)

Donald R. Barrett Jr. State of Tennessee Notary Public Williamson County

THIS INSTRUMENT WAS PREPARED BY
SETTLEMENT SERVICES OF TENNESSEE, LLC, 93 SEABOARD LANE, SUITE 201
BRENTWOOD, TENNESSEE 37027 (615) 591-1156

Address of New Owners as Follows:	Send Tax Bills To:	Map Parcel No.
Troy A KIRKENDOL and Crystal G KIRKENDOL 1044 Nunnery Lane Nashville, TN 37221	NVR Mortgage Finance, Inc. 555 Southpointe Boulevard Canonsburg, PA 15317	141-05-0-A-012.00CO

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid by the hereinafter named Grantee, and other good valuable consideration, the receipt of which is hereby acknowledged, We, **NVR, Inc., a Virginia Corporation T/A Fox Ridge Homes**, hereinafter called Grantor have bargained and sold, and by these presents do transfer and convey unto **Troy A KIRKENDOL and Crystal G KIRKENDOL, husband and wife**, hereinafter called Grantees, their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit.

Land in Davidson County, TN being Lot No.12 on the Plan of Avondale Park, Phase 1, Section 1B as shown on the plan of record in Instrument No. 20120321-0024110 Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description.

Being the same property conveyed to NVR, Inc., t/a Fox Ridge Homes, by deed from Avondale Residential, Inc., of record in Instrument No. 20130419-0039319, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to:

a. Davidson County taxes for the year 2013 are a lien against said property, but are not yet due and payable. Said taxes have been prorated between the parties as of the date of the closing, with Grantor paying his prorata part thereof to Grantee, who will be responsible for payment of said taxes when they become due and payable.

b. All matters appearing on plan of record in instrument No. 20120321-0024110 said Registers Office.

c. Declaration of Restrictive Covenants, of record as Instrument No. 20081203-0117452 and Instrument No. 20090331-0028791, Register's Office for Davidson County, Tennessee.

d. Access Easement Agreement recorded in Instrument No. 20041207-0145662 said Registers Office.

e. Transmission Line Easement recorded in Instrument No. 20060110-0003857 said Registers Office.

f. Deed to USA recorded in Record Book 4118 Page 694 and in Book 4228 Page 635, said Register's Office.

g. Order to TVA recorded in Record Book 4273 Page 280, said Register's Office.

h. Easement to Harpeth Valley Utilities District in Instrument No. 20040204-0013639, Instrument No. 20040204-0013640, Instrument # 20080818-0084836 & Instrument # 20040204-0013641, said Register's Office.

i. Storm Water Detention Agreement Recorded in Instrument Number 20060512-0055867, said Register's Office.

j. Inspection & Maintenance Agreement for Private Stormwater Management Facilities recorded in Instrument Number 20071002-0117293, said Register's Office.

k. Subject to easement in Book 5738, page 819, Partial Abandonment of Easement in Instrument No. 20080826-0087638, said Register's Office.

l. Subject to Permanent Easement Agreement in 20090707-0063325, said Register's Office.

m. Subject to Charter for HOA in instrument No. 20081203-0117350, said Register's Office.

n. Easement for right-of-way of an electric power line granted to Tennessee Electric Power Company by James B. Ezzell and wife, Fanny M. Ezzell, of record in Book 787, Page 7 Register's Office for Davidson County,

Tennessee.

o. Easement and right-of-way for electric power transmission lines and poles with rights of ingress and egress and other rights and privileges as set out in granted to the United States by John Smallman Cowden and wife, Ruby S. Cowden, of record in Book 4193, Page 903 Register's Office for Davidson County, Tennessee.

p. Easement for water line granted by Rodgers Properties, Inc. (formerly J.M.R. Development Co.), to Harpeth Valley Utilities District of Davidson and Williamson Counties, of record in Book 5738, page 832, Register's Office for Davidson County, Tennessee.

q. Easement for sewer line granted by Michael R. Allison to Harpeth Valley Utilities District of Davidson and Williamson Counties, of record in Book 7601, Page 400, Register's Office for Davidson County, Tennessee.

r. Easement for water main across the Dower Tract, a part of the Property, from the 38.71 acre tract conveyed to John Smallman Cowden, of record in Book 1237, Page 674, Register's Office from Davidson County, Tennessee, to the Big Harpeth River and privilege of building a pump house and drainage across the Dower Tract (see deed of record in Book 840, Page 540, Register's Office for Davidson County, Tennessee).

s. Subject to Riparian Rights claimed or asserted by surrounding land owners and the State of Tennessee.

t. A portion of the overall Property is within the 100-year flood plain as shown on the overall boundary lay-out of Ragan-Smith-Murphy & Associates, Inc., dated March 30, 1988 (not a field survey).

u. Declaration of Restrictive Covenants of record in Instrument No. 20020821-0100879 said Register's Office.

v. Subject to rights of others in and to common areas/elements.

w. Subject to lien for special assessment contained in the Declarations of Covenants, Conditions and Restrictions. All existing and recorded easements, rights of way and restrictions, all zoning regulations, building restrictions and setback lines, if any, and easements or right of ways for public utilities.

unimproved: ( )
This is improved: (X) property, known as: **1044 Nunnery Lane, Lot 12 Avondale Park, Nashville, TN 37221**

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. GRANTOR does hereby covenant with GRANTEE that GRANTOR has not made, done, executed, allowed or suffered any act, instrument or thing whatsoever whereby said land, or any part thereof, now or at any time hereafter shall be charged or encumbered in any manner whatsoever; and GRANTOR does further covenant and bind itself, its successors and representatives, to warrant and forever defend the title to said land to said GRANTEE, its successors and assigns, against the lawful claims of all persons claiming by, through or under said GRANTOR, but not otherwise.

Witness MY HAND 19 day of July, 2013.

NVR, INC., a Virginia Corporation, trading as Fox Ridge Homes

BY: _____

Kent Eshleman, Appointed Vice-President

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Before me, the undersigned Notary Public in and for the County and State aforesaid, personally came Kent Eshleman, Appointed Vice-President with whom I am personally acquainted and who upon his oath(s) acknowledged himself to be appointed Vice-President, respectively of NVR, Inc., a Virginia corporation, trading as Fox Ridge Homes, the within named bargainor, and corporation, and that he as such Appointed Vice-President, being authorized so to do, execute the foregoing instrument for the purpose therein contained by signing the name of the corporation, by the said Kent Eshleman, as such, Appointed Vice-President, and attesting the same corporation, by the said Kent Eshleman, Appointed Vice-President.

WITNESS my hand and notarial seal at my office at Brentwood, Tennessee, this 19 day of July, 2013.

Lauren Griffin

NOTARY PUBLIC

My Commission expires: 11-15-15

LAUREN GRIFFIN
STATE OF TENNESSEE NOTARY PUBLIC
WILSON COUNTY