BILL GARRETT, Davidson County
Trans:T20130071396 DEEDWARR
Recvd: 08/19/13 13:52 3 pgs
Fees:18.00 Taxes:695.23
20130819-0087046

This instrument prepared by: Christopher J. Thornton, P.C.
1661 Aaron Brenner Drive #301
Memphis, TN 38120
901-758-2580 Cartus File #2381589

## WARRANTY DEED

**THIS INDENTURE** is made this the 15 day of August, 2013, by Toby McGiboney and wife, Kim V. McGiboney, First Parties, for the purpose of conveying the premises described herein to Travis A. Wasemiller, an unmarried man, Second Parties.

Whenever in this instrument a pronoun is used, it shall be construed to represent either singular or plural, as the case may demand.

## I. WARRANTY DEED

**W I T N E S S E T H:**

That said First Party, for and in consideration of the sum of One and No/100 DOLLARS ($1.00) and other good and valuable consideration to them in hand paid by Second Parties, the receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed, and to hereby grant, bargain sell and convey unto the said Second Parties the following described premises, to-wit:

Land in Davidson County, Tennessee, being Lot No. 138 on the Plan of Lenox Village, Phase "B", a Planned Unit Development, as of record in Instrument No. 20031024-0157237, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete legal description thereof.

Being the same property conveyed to Toby McGiboney, an unmarried man and Kim Vo, an unmarried woman, joint tenants with right of survivorship, by deed from Signature Properties, LLC, a Tennessee limited liability company, dated July 16, 2004, recorded as Instrument No. 20040720-0086139, Register's Office for said County. Toby McGiboney and Kim Vo having since married and Kim Vo now being known as Kim V. McGiboney.

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; they have a good right to sell and convey the same; that the same is unencumbered, EXCEPT:

Permitted encumbrances as shown in Exhibit A attached hereto and made a part hereof.

and that the title and quiet possession thereto they will warrant and forever defend against the lawful claims of all persons.

**THIS** conveyance is made subject to applicable restrictions, building set-back lines, all existing easements, and to all conditions as shown of Public Record.

With the hereditaments and appurtenances thereto appertaining, hereby releasing all claims to homestead and dower therein. **TO HAVE AND TO HOLD THE** said premises to the said Second Parties, their heirs and assigns forever.

And said First Party, for him/her/themself and for their heirs, executors and administrators do hereby covenant with Second Parties, their heirs, and assigns, that they are lawfully seized in fee simple of the premises above conveyed and has full power, authority and right to convey the same, and that said premises are free from all encumbrances except taxes for the year 2013, which are to be prorated between the parties as of the date of closing, the payment of which is assumed by the Second Parties; and that they will forever warrant and defend the said premises and the title thereto against the lawful claims of all persons whomever.

**IN WITNESS WHEREOF**, *the said First Party have hereunder set their hand and seal the day and year first above written.*

**Toby McGiboney**

Kim V. McGiboney

**Kim V. McGiboney**

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 bargainor, **Toby McGiboney**, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained.

**WITNESS MY HAND AND SEAL AT OFFICE**, in Davidson County, this the 25 day of June, 2013.

NOTARY PUBLIC

CHARLES L. NUNES STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF DAVIDSON

My Commission Expires:
May 20 2014

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 bargainor, **Kim V. McGiboney**, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained.

**WITNESS MY HAND AND SEAL AT OFFICE**, in Davidson County, this the 24 day of June, 2013.

NOTARY PUBLIC

CHARLES L. NUNES STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF DAVIDSON

My Commission Expires:
May 20 2014

STATE OF TENNESSEE
COUNTY OF Williamson

I, or we, 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 $ 187,900.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

B. Curby
AFFIANT

Subscribed and sworn to before me this the 15 day of August, 2013.

NOTARY PUBLIC

DEBORAH K. DEVINE STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY
My Comm. Expires October 18, 2016

My Commission Expires: 10-18-16

**PROPERTY ADDRESS:**
7836 Heaton Way
Nashville, TN 37211

**PARCEL ID:** Map 173 09 0 A Parcel 192.00 CO

New Owner: Travis A. Wasemiller
7836 Heaton Way
Nashville, TN 37211

**PROPERTY OWNER/PERSON RESPONSIBLE FOR PAYMENT OF TAXES:**

MAGNA BANK
6525 Quail Hollow Rd # 300
Memphis, TN 38120

Return to:
Realty Title
206 A Cool Springs Blvd #106
Franklin, TN 37067

This deed is prepared with information provided by Steltemeier & Westbrook, PLLC. Preparer makes no representation with regard to the title.

## Exhibit A
## Permitted Encumbrances

Subdivision restrictions, building lines, easements and other matters of record including without limitation the Plan of record in Instrument No. 20031024-0157237, which shows an Owner's Certificate, certain notes, easements and setback lines; provisions of the Tennessee Horizontal Property Act in T.C.A. Section 66-27-101 et. seq. of the Tennessee Code Annotated; Access Easements granted of record as Instrument No. 20010103-0000902, corrected in Instrument No. 20010822-0090889 and re-recorded in Instrument No. 20010917-0100421; easement for the flow of an unnamed tributary of Mill Creek and the rights of the public therein and thereto, and rights of upper and lower riparian owners to the flow of said unnamed creek; Dedication and Conveyance of Open Space of record in Instrument No. 20020501-0053757 and re-recorded as Instrument No. 20020507-0056338; Sanitary Sewer Easement of record in Book 7361, Page 230, Book 7985, Page 449, Instrument No. 20011129-0130322, Instrument No. 20011106-0121932, Instrument No. 20010918-0100850 and Instrument No. 20030923-0140666; easement granted for Water Main of record as Instrument No. 20011112-0123853; Dedication of Charter, Easements, Covenants and Restrictions of record in Instrument No. 20020315-0032826; Right of Way Easement and Sign, of record in Instrument No. 20010103-000902; Storm Water Detention Agreement of record in Book 7361, Page 230 and Instrument No. 20020408-0042676; Charter of Lenox Village Neighborhood Association, Inc. of record in Instrument No. 20020412-0045831; and Master Deed, Restrictions and By-Laws of Lenox Village, a Traditional Neighborhood Development of record in Instrument No. 20020315-0032825, as supplemented in Instrument No. 20020315-0032886, Instrument No. 20021226-0158458 and Instrument No. 20021226-0158459, all in the Register's Office for Davidson County, Tennessee.