398

THIS INSTRUMENT PREPARED BY:
CHAFFIN & BURNSED, PLLC
49 MUSIC SQUARE WEST, SUITE 502
NASHVILLE, TN 37203
(615) 460-7478

BILL GARRETT, Davidson County
Trans:T20130082955 DEEDWARR
Recvd: 09/25/13 12:33 2 pgs
Fees:13.00 Taxes:1379.73
20130925-0100767

WARRANTY DEED

STATE OF TENNESSEE)
COUNTY OF)

The actual consideration or value, whichever is greater, for this transfer is $ 372,900.00

Affiant

Subscribed and sworn to before me as of this 18th day of September, 2013.

Notary Public

My Commission Expires: 5/30/14

ANGELA Y. POSTON-WILLIAMSON NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY, TN

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP – PARCEL #
Stephen M. Knuth and Scarlett L. Knuth 1148 Banbury Lane Brentwood, TN 37027	Avenue Bank 111 10th Ave. S. Ste 200 Nashville TN 37203	172-09-0A-233.00CO

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid by the hereinafter named "Grantee," and other good and valuable consideration, the receipt and sufficiency all of which is hereby acknowledged, **Paul E. Cook and Michael B. McKee, joint tenants with right of survivorship**, hereinafter referred to as "Grantor," has bargained and sold, and by these presents does transfer and convey unto **Stephen M. Knuth and wife, Scarlett Knuth,** their heirs and/or assigns, hereinafter referred to as "Grantee," a certain tract or parcel of land in Davidson County, Tennessee, described as follows:

Land in Davidson County, Tennessee, being Lot No. 196, on the Plan of Banbury Crossing, Section Five B, (A Planned Unit Development) of record in Instrument No. 20040618-0072253, in the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

Being the same property conveyed to Paul E. Cook and Michael B. McKee, joint tenants with right of survivorship by deed from Stephen E. Milne and wife, Ginger L. Milne of record at Instrument No. 20110214-0012398, Register's Office for Davidson County, Tennessee, dated February 11, 2011 and recorded on February 14, 2011.

TO HAVE AND TO HOLD the said tract or parcel of land, together with the appurtenances, estate, title and interest thereto belonging to the said "Grantee," their heirs and/or assigns forever; and "Grantor" does covenant with the said "Grantee" that they are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, except as stated herein as follows:

Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

a) Charter of Banbury Crossing Homeowner's Association of record in Book 11187, page 575, Register's Office for Davidson County, Tennessee.

b) By-Laws of Banbury Crossing of record in Instrument No. 20020610-0070239, Register's Office for Davidson County, Tennessee.

c) Storm Water Detention Agreement of record in Instrument No. 200001110004044, Register's Office for Davidson County, Tennessee.

d) Easement for Sanitary Sewer and/or Storm Drainage, of record in Book 10219, Page 524, Register's Office for Davidson County, Tennessee.

e) Easements for Transmission Line, of record in Book 1174, page 153, Book 2438, Page 392 and Book 2438, Page 460, Register's Office for Davidson County, Tennessee.

f) Tree Preservation Restriction in Instrument No. 20041006-0120756, Register's Office for Davidson County, Tennessee.

g) Subject to rights of others in and to the common areas and/or elements.

Grantor further covenants and binds themselves, their heirs and representatives to warrant and forever defend the title to said real estate to said Grantee, their heirs and/or assigns, against the lawful claims of all persons whatsoever.

IN WITNESS WHEREOF, the "Grantor" has caused their name to be affixed hereto as of the ___ day of September, 2013.

Paul E. Cook

Michael B. McKee

Before me, the undersigned, a notary public in and for said County and State, personally appeared Paul E. Cook and Michael B. Mckee, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that they executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal in Nashville, Tennessee, this 17th day of September, 2013.

Notary Public

My Commission Expires: 06-19-16

ASHLEY W. MORGAN
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY
My Commission Expires 06-19-2016