(1)

WARRANTY DEED

BILL GARRETT, Davidson County
Trans: T20140033303 DEEDWARR
Recvd: 05/13/14 15:52 3 pgs
Fees: 18.00 Taxes: 1022.68
20140513-0041117

STATE OF TENNESSEE, COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER FOR THIS TRANSFER IS $276,400.00.

Affiant

Subscribed and sworn to me on May 9, 2014.

NOTARY PUBLIC

STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

NOTARY PUBLIC
Patrick H. Poole
My Commission Expires
July 3, 2017
STATE OF TENNESSEE

THIS INSTRUMENT WAS PREPARED BY:
Richard W. Sebastian
ORTALE, KELLEY, HERBERT & CRAWFORD
330 Commerce Street, Suite 110
Nashville, TN 37201
Our File #27460SP

NAME/ADDRESS OF NEW OWNER:	SEND TAX BILLS TO:	MAP – PARCEL #
Jeffrey Elpers 2172 Kirkwall Drive Nolensville, TN 37135	First Bank 3500 Blue Lake Drive, Suite 325 Birmingham, AL 35243	187-9-A-208 CO

FOR AND IN CONSIDERATION of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantee, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Regent Homes, LLC, a Tennessee Limited Liability Company, hereinafter called **"GRANTOR,"** has bargained and sold, and by these presents does transfer and convey unto Jeffrey Elpers, an unmarried man, hereinafter called **"GRANTEE,"** his heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

> Land in Davidson County, Tennessee, being Lot No. 208 as shown on the plan of Burkitt Village, Phase 1, Section 1, of record as Instrument No. 20130719-0075067, Register's Office for Davidson County, Tennessee, to which plat reference is hereby given for more complete details.
>
> Being a portion of the same property conveyed to Regent Homes, LLC, a Tennessee Limited Liability Company by Deed from Y & H, G.P., a Tennessee General Partnership of record as Instrument No. 20121218-0116523, in the Register's Office for Davidson County, Tennessee.

The conveyance of the above-described parcel of land is subject to the following:

1. 2014 Davidson and Nolensville taxes which have been prorated by the parties and assumed by the Grantee.
2. Subject to all matters shown on Plan recorded as Instrument No. 20130719-0075067, as corrected by Surveyor's Certificate of Correction recorded as Instrument No. 20130805-0081861, in the Register's Office for Davidson County, Tennessee.

3. The land has been classified as Greenbelt for tax assessment, levy and collection purposes, and may be subjected to substantial rollback taxes as defined in Tennessee Code Annotated, Section 67-5-1001, et seq. of record in Book 8844, page 881 and 884 and Instrument No. 20090730-0071373, Register's Office for Davidson County, Tennessee.
4. Subject to Declaration of Covenants, Conditions and Restrictions for Burkitt Village of record as Instrument No. 20130717-0074035, in the Register's Office for Davidson County, Tennessee, together with the By-Laws for the Burkitt Village Homeowners Association, Inc., attached as Exhibit "C" therein to which reference is hereby made for more particulars as if copied verbatim.
5. Charter of Burkitt Village Homeowners Association, Inc., of record as Instrument No. 20121213-0114972, in the Register's Office for Davidson County, Tennessee.
6. Inspection and Maintenance Agreement for Private Stormwater Management Facilities of record as Instrument No. 20121029-0098753, in the Register's Office for Davidson County, Tennessee.
7. First Supplement to Declaration of Covenants, Conditions, and Restrictions for Burkitt Village of record in Instrument No. 20140310-0020071, said Register's Office.

This property is also known as improved property located at 2172 Kirkwall Drive, Nolensville, TN 37135.

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, his heirs and assigns, forever, and GRANTOR does covenant with the said GRANTEE that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and GRANTOR does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the said land to the said GRANTEE, 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 our hands on May 9, 2014.

REGENT HOMES, LLC, A TENNESSEE LIMITED LIABILITY COMPANY:

By:_____
Richard W. Sebastian, Authorized Representative

STATE OF TENNESSEE, COUNTY OF DAVIDSON

Before me, the undersigned authority, of the State and County aforesaid, personally appeared Richard W. Sebastian, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, swore to and acknowledged himself to be the Authorized Representative of Regent Homes, LLC, the within named bargainor, and that he as such Authorized Representative executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Authorized Representative.

Witness my hand, at office, on May 9, 2014.

MICHELLE MARIE MONTAGUE STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

NOTARY PUBLIC AT LARGE
Michelle Marie Montague
My Commission Expires
May 20, 2014
STATE OF TENNESSEE

NOTARY PUBLIC

My Commission Expires:_____