# WARRANTY DEED

BILL GARRETT, Davidson County
Trans:T20140060296 DEEDWARR
Recvd: 08/15/14 13:44 3 pgs
Fees:18.00 Taxes:1080.29

20140815-0074098

STATE OF TENNESSEE, COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER FOR THIS TRANSFER IS $291,969.00.

Affiant

Subscribed and sworn to me on August 14, 2014.

NOTARY PUBLIC

RICHARD W. SEBASTIAN STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

NOTARY PUBLIC
Richard W. Sebastian
My Commission Expires
November 3, 2015
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 #27492SP

| NAME/ADDRESS OF NEW OWNER: | SEND TAX BILLS TO: | MAP – PARCEL # |
|---|---|---|
| John R. Hughes, Jr.<br>Kathy A. Hughes<br>2161 Kirkwall Drive<br>Nolensville, TN 37135 | SAME ADDRESS AS NEW OWNER | 187-9-A-193 CO |

**FOR AND IN CONSIDERATION** of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantees, 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 John R. Hughes, Jr. and wife, Kathy A. Hughes, hereinafter called **"GRANTEES,"** their 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. 193, as shown on the plan of Burkitt Village, Phase 1, Section 1, of record as Instrument No. 20130719-0075067, in the Register's Office for Davidson County, Tennessee.
>
> Being part 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, dated December 12, 2012, filed for record on December 18, 2012, of record in 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 County taxes which have been prorated by the parties and assumed by the Grantees.
2. Matters shown on plan of record in Instrument No. 20130719-0075067, as corrected by Surveyor's Certificate of Correction of record in Instrument No. 20130805-0081861, Register's Office for Davidson County, Tennessee.

3. 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' Assocation, Inc. attached as Exhibit "C", therein to which reference is hereby made for more particulars as if copied verbatim.
4. Charter of the Burkitt Village Homeowners' Association, Inc. of record as Instrument No. 20121213-0114972, in the Register's Office for Davidson County, Tennessee.
5. Inspection and Maintenance Agreement for Private Stormwater Management Facilities of record as Instrument No. 20121029-0098753, Register's Office for Davidson County, Tennessee. (NOTE: This instrument was not executed by the owner of land in question at the time of recording.)
6. The land has been classified as Greenbelt for tax assessment, levey 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, pages 881 and 884 and Instrument No. 20090730-0071373, Register's Office for Davidson County, Tennessee
7. First Supplement to Declaration of Covenants Conditions and Restrictions for Burkitt Village, of record as Instrument No. 20140310-0020071, in the Register's Office for Davidson County, Tennessee.
8. Subject to any and all zoning regulations, building restrictions, setback lines, if any, and easements and rights of way for public utilities applicable to this property.

This property is also known as improved property located at 2161 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 GRANTEES, their heirs and assigns, forever, and GRANTOR does covenant with the said GRANTEES 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 GRANTEES, their 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 August 14, 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 August 14, 2014.




NOTARY PUBLIC

My Commission Expires: _____