BILL GARRETT, Davidson County
Trans:T20140060546 DEEDWARR
Recvd: 08/18/14 08:19 3 pgs
Fees:18.00 Taxes:957.93
20140818-0074282

THIS INSTRUMENT PREPARED BY:
Midtown Title, LLC
1704 Charlotte Avenue #105
Nashville, Tennessee 37203

Address New Owner(s)	Send Tax Bills To:	Map-Parcel Number(s)
John Schilling, II 708 Hardys Court Nashville, TN 37189	Bank of America, N.A. 4909 Savarese Circle Tampa, FL 33634	40-9-A-22.00

STATE OF TENNESSEE
COUNTY OF DAVIDSON
The actual consideration or value, whichever is greater, for this transfer is **$258,900.00**

Affiant

Subscribed and sworn to before me, this the 6th day of August, 2014.

Notary Public

My Commission Expires: 7-3-17
(Affix Seal)

STEVEN T. MORRIS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires July 3, 2017

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 ($10.00) DOLLARS, cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged **ASM Partners, LLC, a Tennessee limited liability company, ("Grantor"),** has bargained and sold, and does hereby bargain, sell, transfer and convey unto **John Schilling, II, unmarried, ("Grantee"),** and Grantee's successors and assigns, certain tracts or parcels of land located in **Davidson** County, **Tennessee,** to wit: *M.

Land in Davidson County, Tennessee, being Lot No. 22 on the plan of Whites Creek Manor, as of record in Instrument No. 20061130-0148061, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate description of said lot.

Being the same property conveyed to ASM Partners, LLC, a Tennessee limited liability company by Quitclaim Deed from Javad Salimi, dated August 14, 2013, recorded August 15, 2014, of record in Instrument No. 20130815-0085979, Register's Office for Davidson County, Tennessee, and further being a portion of the property conveyed to Javad Salimi by Quitclaim Deed dated April 8, 2013, recorded April 15, 2013, of record in Instrument No. 20130415-0037400, said Register's Office, and further being a portion of the property conveyed to Hamidreza Parsa by Quitclaim Deed dated May 13, 2012, recorded May 16, 2012, of record in Instrument No. 20120516-0042409, said Register's Office, and further being a portion of the property conveyed to Best Built Construction, Inc., a Tennessee corporation by Warranty Deed dated December 11, 2006, recorded December 21, 2006, of record in Instrument No. 20061221-0157225, said Register's Office.

This is ☒ Improved OR ☐ Unimproved property located at: **708 Hardys Court, Whites Creek, TN 37189**

This conveyance is made subject to: (1) Property taxes for the year 2014, a lien not yet due and payable. Said taxes have been prorated between the parties as of the date of this instrument, with the GRANTOR paying its prorated share thereof to GRANTEE who will be responsible for payment of said taxes. (2) all applicable zoning ordinances (3) utility, sewer, drainage and other easements of record, (4) all subdivision/condominium assessments, covenants, bylaws, restrictions, declarations and easements of record, (5) building restrictions, and (6) other matters of public record.

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(S), his/her/their heirs and assigns forever; and I/we do covenant with the said GRANTEE(S) that I/we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and I/we do further covenant and bind myself/ourselves, my/our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEE(S), his/her/their heirs and assigns, against the lawful claims of all persons whomsoever.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to al genders.

WITNESS our hands on the **6th** day of **August, 2014**.

ASM Partners, LLC

By: _____
Javad Salimi, Its Authorized Signor

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, the undersigned a Notary Public in and for said County and State, duly commissioned and qualified, personally appeared **Javad Salimi**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be the **Authorized Signor** of **ASM Partners, LLC,** the within named bargainor, a Tennessee limited liability company, and that he/she as such **Authorized Signor**, as duly authorized executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by him/herself as **Authorized Signor**.

Witness my hand and Official Seal this the **6th** day of **August, 2014**.

_____
Notary Public

My Commission Expires:

EXHIBIT B
Permitted Exceptions

1. Property taxes for the year 2014, a lien not yet due and payable. Said taxes have been prorated between the parties as of the date of this instrument, with the GRANTORS paying their prorated share thereof to GRANTEES who will be responsible for payment of said taxes.

2. 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.

3. All matters appearing on the plan of Whites Creek Manor, as of record in Instrument No. 20061130-0148061, Register's Office for Davidson County, Tennessee

4. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Declaration of Covenants, Conditions and Restrictions of record in 20060207-0015018; as amended in Instrument No. 20060726-0089887, Register's Office for Davidson County, Tennessee; and as provided in those By-Laws of record in Instrument No. 20060207-0015017, said Register's Office; but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap but does not discriminate against handicapped persons.

5. Charter for Homeowners Association of record in Instrument No. 20060207-0015016, Register's Office for Davidson County, Tennessee

6. Storm Water Detention Agreement of record in Instrument No. 20051219-0151571, Register's Office for Davidson County, Tennessee

7. Lien for special assessments as provided in the Declaration of Covenants, Conditions and Restrictions

8. Rights of others in and to the common areas/elements