Return to:

Send Tax Statements To:
New Owner

Name and Address of New Owner:

Maitae Subba
5605 Hickory Park Drive
Cane Ridge, TN 37013

This Instrument Prepared By:
JOHN G. MITCHELL, III
Attorney at Law
1535 W. Northfield Blvd., Unit 16
Murfreesboro, TN 37129

From Information Furnished By
The Parties

Map & Parcel:
174-1-A/135CO

BILL GARRETT, Davidson County
Trans:T20150009191 DEEDWARR
Recvd: 02/05/15 10:59 3 pgs
Fees:18.00 Taxes:636.40
20150205-0010944

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned, **OLE SOUTH PROPERTIES, INC., A TENNESSEE CORPORATION,** has this day bargained and sold and does hereby transfer and convey unto **MAITAE SUBBA, AND DOLMA SUBBA, AS HUSBAND AND WIFE,** their heirs and assigns, forever, that certain parcel of real estate located in Davidson County, State of Tennessee, within the corporate limits of the City of Cane Ridge, and being described as follows, to-wit:

Being all of Lot No. 72, on the plan of Rivendell Woods, Phase One, Section Four, according to plat and survey appearing of record in Instrument Number 20110223-0014800, amended in Instrument Number 20140702-0058419, to convert Lot 74, to open space, of the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for more complete details of location and description of said lot.

Being the same property conveyed to Ole South Properties, Inc., a Tennessee Corporation, by deed from Ole South Holdings, Inc., a Tennessee Corporation, dated January 30, 2015, appearing of record in Instrument Number 20150205-0010943, of the Register's Office of Davidson County, Tennessee.

This conveyance is made subject to Declaration of Covenants, Conditions, and Restrictions contained in instrument of record in Instrument Number 20070607-0068416, as amended in Instrument Number 20080722-0074876; By-Laws of record in Instrument Number 20070607-0068416, as amended in Instrument Number 20080722-0074876; Easement for Sanitary Sewer and/or Storm Drainage of record in Book 9487, page 908, and in Instrument Number 20070522-0061016; Easement to Columbia Gulf Transmission Company of record in Book 4215, page 632; Storm Water Detention Agreement of record in Instrument Number 20031104-0161896, and in Instrument Number 20070430-0050843; Ingress/Egress to Family Cemetery as set out of record in Instrument Number 20040702-0079201; One Hundred Fifty Foot (150') Tennessee Valley Authority Easement as set out of record in Instrument Number 20040702-0079201; Charter of Rivendell Woods Homeowners Association of record in Instrument Number 20081031-0108933; Declaration of Restrictions and Covenants for Stormwater Facilities and Systems of record in Instrument Number 20140505-0037785; Easement to Piedmont Natural Gas Co., Inc., of record in Instrument Number 20140919-0086248 and in Instrument Number 20140714-0061726; Detention Maintenance Agreement of record in Instrument Number 20031104-0161896; Per Tax Assessor, property lies within "Floodplain-Zoning Overlay District (Not official FEMA floodplain); Proposed 100 year floodline along

rear lot line; and to any and all matters shown on said plat and survey of record in Instrument Number 20110223-0014800, amended in Instrument Number 20140702-0058419; all of said Register's Office.

THIS conveyance is subject to any and all existing easements and/or restrictions of record.

TO HAVE AND TO HOLD said real estate, together with all of the appurtenances, estate and title thereunto belonging unto the said **MAITAE SUBBA, AND DOLMA SUBBA, AS HUSBAND AND WIFE,** their heirs and assigns, forever.

The undersigned covenants with the said Grantee that it is lawfully seized and possessed of said parcel of real estate, and that it has a good right to convey the same and that it is un-encumbered, except for the lien of the 2015 real property taxes which have been prorated between the parties and are assumed by the Grantee.

The undersigned further covenants and binds itself, its successors and assigns to forever warrant and defend the title to said real estate to the Grantee, his heirs and assigns, against the lawful claims of all persons, whomsoever.

This property is subject to and includes any and all lawful easements, setback lines, restrictions, etc. of record and applying to the within described property and to the zoning regulations of the appropriate governmental body.

IN WITNESS WHEREOF, the undersigned has executed this instrument 30th day of January, 2015.

OLE SOUTH PROPERTIES, INC., A TENNESSEE CORPORATION

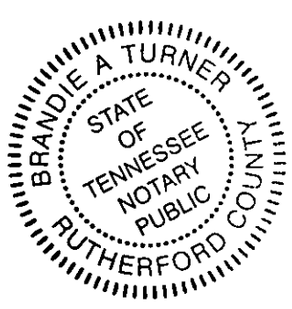
BY: _____ COO

Roger Case, Chief Operating Officer

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 Roger Case, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Chief Operating Officer of OLE SOUTH PROPERTIES, INC., a Tennessee Corporation, the bargainor, and that he as such Chief Operating Officer, executed the foregoing instrument (WARRANTY DEED) for the purposes therein contained, by signing the name of the corporation by himself as its Chief Operating Officer.

WITNESS MY HAND AND OFFICIAL SEAL in Cane Ridge, Tennessee, this the 30th day of January, 2015.



Brandie A. Turner
NOTARY PUBLIC
My Commission Expires: 7-9-16

AFFIDAVIT

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $172,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

AFFIANT

SWORN to and subscribed before me,
this 30th day of January, 2015.

Brandie A. Turner
NOTARY PUBLIC
My Commission Expires: 7-9-16

