Return to:

BILL GARRETT, Davidson County
Trans:T20150070031 DEEDWARR
Recvd: 08/19/15 14:35 3 pgs
Fees:18.00 Taxes:632.70
20150819-0083687

Send Tax Statements
New Owner

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

Name and Address of New Owner:
Suk Sarki
1150 Silvermoon Drive
Cane Ridge, TN 37013

From Information Furnished By
The Parties

Map and Parcel 174-1-C/135CO

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, **SUK SARKI AND KRISHNA SARKI, 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. 135, on the plan of Rivendell Woods Subdivision Phase 2, Section 3, according to plat and survey appearing of record in Instrument Number 20141104-0101766, 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 a portion of the same property conveyed to Ole South Properties, Inc, a Tennessee Corporation, by deed from Rivendell, LLC, a Tennessee Limited Liability Corporation, dated February 3, 2015, appearing of record in Instrument Number 20150206-0011254, 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, supplemented in Instrument Number 20150310-0020240; By-Laws of record in Instrument Number 20070607-0068416, as amended in Instrument Number 20080722-0074876; Charter to Rivendell Woods Homeowner's Association of record in Instrument Number 20081031-0108933; Easement for Sanitary Sewer and/or Storm Drainage of record in Instrument Number 20070522-0061016, and in Book 9487, page 908; Easement to Columbia Gulf Transmission Company of record in Book 4215, page 632; Stormwater Detention Agreement of record in Instrument Number 20031104-0161896, and in Instrument Number 20070430-0050843; Ingress/Egress Easement to Family Cemetery as set out in Instrument Number 20040702-0079201; One Hundred Fifty Foot (150') Tennessee Valley Authority Easement as set out of record in Instrument Number 20040702-0079201; Piedmont Natural Gas Co., Inc., of record in Instrument Number 20140919-0086248, and in Instrument Number 20140714-0061726; Declaration of Restrictions and Covenants for Stormwater Facilities and Systems in Instrument Number 20130523-0052157 and Instrument No. 20080725-0076238; Detention Maintenance Agreement in Instrument Number 20031104-0161896; Quitclaim Deed for Open Space in Instrument Number 20150310-0020239; and to any and all matters shown on said plat and survey of record in Instrument Number 20141104-0101766; 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 **SUK SARKI AND KRISHNA SARKI, 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 unencumbered, 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, their 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 this 14th day of August, 2015.

OLE SOUTH PROPERTIES, INC., a Tennessee Corporation

BY: _____
Tim Hensley, Chief Financial Officer

STATE OF TENNESSEE)
)
COUNTY OF ~~RUTHERFORD~~ Davidson)

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named Tim Hensley, 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 Financial Officer of Ole South Properties, Inc., the bargainor, and that he as such Chief Financial Officer, executed the foregoing instrument (WARRANTY DEED) for the purposes therein contained, by signing the name of the corporation by himself as its Chief Financial Officer.

WITNESS MY HAND AND OFFICIAL SEAL in Antioch, Tennessee, this the 14 day of August, 2015.

JILLIAN BARROW NOTARY PUBLIC STATE OF TENNESSEE RUTHERFORD COUNTY

_____
NOTARY PUBLIC
My Commission Expires: 2-20-17

AFFIDAVIT

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $171,000.00, 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 14th day of August, 2015.

NOTARY PUBLIC
My Commission Expires: 2-20-17

