# WARRANTY DEED

BILL GARRETT, Davidson County
Trans:T20170042041 DEEDWARR
Recvd: 05/17/17 13:58 3 pgs
Fees:18.00 Taxes:1230.62
20170517-0049000

STATE OF TENNESSEE, COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER FOR THIS TRANSFER IS $332,600.00.

Affiant

Subscribed and sworn to me on May 16, 2017.

NOTARY PUBLIC

PATRICK H. POOLE 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 #30319SP

| NAME/ADDRESS OF NEW OWNER: | SEND TAX BILLS TO: | MAP – PARCEL # |
|---|---|---|
| Kenneth J. Sloane<br>1709 Park Terrace Lane<br>Nolensville, TN 37135 | Pinnacle Bank<br>150 Third Avenue<br>South Suite 900<br>Nashville, TN 37201 | 188-10-0A-121.00-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 Kenneth J. Sloane and Bridget M. Sloane, husband and wife, 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. 121 on the Plan of Carothers Crossing, Phase 2, Section 2, Lots 62-123 Final Plat Subdivision, of record in Instrument No. 20070807-0093935, in the Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.
>
> Being a portion of the same property conveyed to Regent Homes, LLC, a Tennessee limited liability company by Special Warranty Deed from WM SUB CC, LLC, a Tennessee limited liability company, of record in Instrument No. 20160919-0098411, Register's Office for Davidson County, Tennessee, dated September 7, 2016 and recorded on September 19, 2016.

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

1. 2017 Davidson County taxes which have been prorated by the parties and assumed by the Grantees.
2. Subject to all matters shown on the Plan of record in Instrument No. 20070807-0093935, Register's Office for Davidson County, Tennessee.

3. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Covenants, Conditions and Restrictions of record in Instrument No. 20070627-0076582, supplemented in Instrument No. 20070821-0099817, Instrument No. 20070821-0099818 and Instrument No. 20080515-0049892, Register's Office for Davidson County, Tennessee, 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.
4. Master Deed Restrictions for Carothers Crossing of record in Instrument No. 20070627-0076581, as amended in Instrument No. 20080515-0049893, Register's Office for Davidson County, Tennessee, 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 of Carothers Crossing Neighborhood Association, Inc. of record in Instrument No. 20070307-0027908, in the Register's Office for Davidson County, Tennessee.
6. Right of Way Easement to Colonial Pipeline Company of record in Book 4588, Page 484, in the Register's Office for Davidson County, Tennessee.
7. Declaration of Easement of record in Instrument No. 20140507-0038903, in the Register's Office for Davidson County, Tennessee.
8. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage, Water Mains, Pumps and Appurtenances of record in Instrument No. 20070703-0079178 and Instrument No. 20071026-0126493, in the Register's Office for Davidson County, Tennessee.
9. Storm Water Detention Agreement of record in Instrument No.20060407-0040185, Instrument No. 20060526-0062228 and Instrument No. 20070702-0078659, in the Register's Office for Davidson County, Tennessee.
10. Easement and Memorandum of Agreement of record in Instrument No. 20070123-0009057, in the Register's Office for Davidson County, Tennessee.
11. Inspection and Maintenance Agreement for Private Stormwater Management Facilities of record in Instrument No. 20070711-0082648 and Instrument No. 20070810-0095900, in the Register's Office for Davidson County, Tennessee.
12. Access, Drainage, Utilities and Pedestrian Easement of record in Instrument No. 20070119-0007972, in the Register's Office for Davidson County, Tennessee.
13. Declaration of Right of Way Easement for a Public Roadway with no restrictions of record in Instrument No. 20070511-0056717 and Instrument No. 20070511-0056718, in the Register's Office for Davidson County, Tennessee.
14. Subject to the right of WM SUB CC, LLC, a Tennessee limited liability company, contained in the Special Warranty Deed of record in Instrument No. 20160919-0098411, in the Register's Office for Davidson County, Tennessee.
15. 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 1709 Park Terrace Lane, 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 May 16, 2017.

**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 16, 2017.

MICHELLE MARIE MONTAGUE
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON
MY COMMISSION EXPIRES MARCH 03, 2018

NOTARY PUBLIC

My Commission Expires: _____