Bill Garrett Davidson County
Batch# 36753 DEEDWARRSP
12/13/2017 12:43:53 PM 3 pgs
Fees: $18.00 Taxes: $1,205.79
20171213-0127134

SPECIAL WARRANTY DEED

STATE OF TENNESSEE
County of Davidson

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $325,890.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 12th day of December, 2017

Notary Public

My Commission Expires: 11/14/21

(AFFIX SEAL)

K. THOMAS SIDWELL STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY

THIS INSTRUMENT WAS PREPARED BY
Settlement Services of Nashville, LLC, 302 Innovation Drive, Suite 260
Franklin, Tennessee 37067 (615) 591-1156

Address of New Owners as Follows:	**Send Tax Bills To:**	**Map Parcel No.**
Andrew Smithen 816 Kestenbaum Court Antioch, TN 37013	NVR Mortgage Finance, Inc. 555 Southpointe Boulevard Suite 300 Canonsburg, PA 15317	164100A41800CO

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid by the hereinafter named Grantee, and other good and valuable considerations, the receipt of which is hereby acknowledged, We, **NVR, Inc., a Virginia Corporation T/A Ryan Homes,** hereinafter called the Grantor, have bargained and sold, and by these presents do transfer and convey unto **Andrew Smithen and Lisa F. Smithen, 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, to-wit:

Land in Davidson County, Tennessee being Lot No. 65 on the Plan of Village Ten, Summerfield Subdivision, of record in Instrument No. 20060718-0086558 Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description.

Being the same property conveyed to NVR, Inc., a Virginia Corporation, by Deed dated June 28, 2017, from REO Funding Solutions IV, LLC, a Georgia limited liability company, of record in Instrument No. 20170707-0068349 Register's Office for Davidson County, Tennessee.

This conveyance is made subject to:

a. Davidson County taxes and assessments for the year 2017 will be paid at closing. Said taxes will be prorated between the parties as of the date of closing. Taxes and assessments for the year 2018, and subsequent years, not yet due and payable.

b. All matters appearing on the Plan of record in Instrument No. 20060718-0086558, Register's Office for Davidson County, Tennessee.

c. Charter of Summerfield Homeowners' Association, Inc., of record in Book 11648, page 660 and amended in Instrument No. 20010326-0028531, Register's Office for Davidson County, Tennessee.

d. Subject to Easement of record in Book 1141, page 327, Register's Office for Davidson County,

Tennessee.

e. Stormwater Detention Agreement of record in Instrument No. 20050329-0033458 and Instrument No. 200001130004777, Register's Office for Davidson County, Tennessee.

f. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Instrument No. 199912160303934 and Instrument No. 200008090079074, Register's Office for Davidson County, Tennessee.

g. Restrictive Covenants and Homeowners' Association Applying to the Subdivision Named Summerfield of record in Book 11588, page 484 and amended in Book 11669, page 376; Instrument No. 20010308-0021946; Instrument No. 20010504-0046260; Instrument No. 20030527-0071168; Instrument No. 20051103-0133360; Instrument No. 20050317-0029621; Instrument No. 20060724-0089079; Instrument No. 20060724-0089080; Instrument No. 20060724-0089081 and Instrument No. 20060921-0117120, Register's Office for Davidson County, Tennessee.

h. By-Laws of Summerfield Homeowners' Association, Inc., of record in Book 11648, page 662 and amended in Instrument No. 20010504-0046261, Register's Office for Davidson County, Tennessee.

i. Subject to rights of others in and to common areas/elements.

j. Subject to lien for special assessments contained in DCCR's/Master Deed.

k. All other easements and restrictions of record.

All existing and recorded easements, rights of way and restrictions, all zoning regulations, building restrictions and setback lines, if any, and easements or right of ways for public utilities.

unimproved ☐
This is improved ☑ property, known as: 816 Kestenbaum Court, Antioch, TN 37013

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. GRANTOR does hereby covenant with GRANTEE that GRANTOR has not made, done, executed, allowed or suffered any act, instrument or thing whatsoever whereby said land, or any part thereof, now or at any time hereafter shall be charged or encumbered in any manner whatsoever; and GRANTOR does further covenant and bind itself, its successors and representatives, to warrant and forever defend the title to said land to said GRANTEE, its successors and assigns, against the lawful claims of all persons claiming by, through or under said GRANTOR, but not otherwise.

Witness MY HAND 12th day of December, 2017.

NVR, INC., a Virginia Corporation, trading as Ryan Homes

BY: _____

Stephen Power, Appointed Vice-President

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Before me, the undersigned Notary Public in and for the County and State aforesaid, personally came Stephen Power, Appointed Vice-President with whom I am personally acquainted and who upon his oath(s) acknowledged himself to be Vice-President, respectively of NVR, Inc., a Virginia corporation, trading as Ryan Homes, the within named bargainor, and corporation, and that he as such Appointed Vice-President, being authorized so to do, execute the foregoing instrument for the purpose therein contained by signing the name of the corporation, by the said Stephen Power, as such, Appointed Vice-President, and attesting the same corporation, by the said Stephen Power, Appointed Vice-President.

WITNESS my hand and notarial seal at my office at Brentwood, Tennessee, this 12th day of December, 2017.

_____

NOTARY PUBLIC

THOMAS SIDWELL
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

My Commission expires: 11/14/21