(2)

Send Tax Statements To:
New Owner

Bill Garrett Davidson County
Batch# 56183 DEEDWARR
02/07/2018 12:44:05 PM 3 pgs
Fees: $18.00 Taxes: $668.00
20180207-0012394

Name and Address of New Owner:
Saw Htoo Kapaw
1344 Bombadil Lane
Antioch, TN 37013

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

From Information Furnished By
The Parties

Map and Parcel 174-I-A/232CO

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, **SAW HTOO KAPAW AND SENG PAN LAHPAI, 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 Antioch, and being described as follows, to-wit:

Being all of Lot No. 166, Final Plat, Rivendell Woods, Phase 5, according to plat and survey appearing of record in Instrument No. 20170523-0051055, of the said Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more complete description of said property.

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 Company, dated October 20, 2017, appearing of record in Instrument No. 20171027-0110497, of the said 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 No. 20070607-0068416, amended in Instrument No. 20080722-0074876; By-Laws of record in Instrument No. 20070607-0068416, amended in Instrument No. 20080722-0074876; Easement for Sanitary, Sewer, and/or Storm Drainage of record in Book 9487, page 908, and in Instrument No. 20070522-0061016; Easement to Columbia Gulf Transmission Company of record in Book 4215, page 632; Storm Water Detention Agreement of record in Instrument No. 20031104-0161896, and in Instrument No. 20070430-0050843; Ingress/Egress Easement to family cemetery as set out in Instrument No. 20040702-0079201; One Hundred and Fifty Foot (150') Tennessee Valley Authority Easement as set out in Instrument No. 20040702-0079201; Inspection and Maintenance Agreement for Private Storm Water Management Facilities of record in Instrument No. 20150505-0040619; Grant of Easements of record in Instrument No. 20150211-0012555; Consent Judgement and Final Decree to Piedmont Natural Gas Company of record in Instrument No. 20140919-0086248; Agreement for dedication of easement for sanitary sewers, and/or storm drainage, water mains, pumps, and appurtenances of record in Instrument No. 20130918-0098477 ; all of the said Register's Office of Davidson County, Tennessee.

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 **SAW HTOO KAPAW AND SENG PAN LAHPAI, 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 2018 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 2nd day of February, 2018.

Ole South Properties, Inc., a Tennessee Corporation

BY: _____
JOHN DAVIS, VICE PRESIDENT

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 **JOHN DAVIS,** 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 **VICE PRESIDENT of Ole South Properties, Inc.,** executed the foregoing instrument **(WARRANTY DEED)** for the purposes therein contained, by signing the name of the corporation by himself as its **VICE PRESIDENT.**

WITNESS MY HAND AND OFFICIAL SEAL in Antioch, Tennessee, this the 2nd day of February, 2018.

SAM L. GRISHAM
STATE OF TENNESSEE
NOTARY PUBLIC
SUMNER COUNTY

_____
NOTARY PUBLIC
My Commission Expires: 6-19-2018

AFFIDAVIT

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is **$180,540.00,** 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 2nd day of February, 2018.

NOTARY PUBLIC
My Commission Expires: 6-19-2018

