WHEN RECORDED RETURN TO
Midtown Title, LLC
1704 Charlotte Avenue, #105
Nashville, TN. 37203
File No. 1-13067-CC

Karen Johnson Davidson County
Batch# 749069 DEEDWARR
11/03/2021 03:08:30 PM 6 pgs
Fees: $33.00 Taxes: $6,372.34
20211103-0147390

LIMITED WARRANTY DEED

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

I hereby swear or affirm that the actual consideration or value, whichever is greater, for this transaction is $1,722,253.00.

Kirsten Virden

Subscribed and sworn to before me, this the 29th day of October, 2021.

Rachel Marie Collins
Notary Public

My Commission Expires: 3-6-2024

RACHEL MARIE COLLINS
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF CHEATHAM

THIS INSTRUMENT PREPARED BY
Midtown Title, LLC
1704 Charlotte Avenue, Suite 105
Nashville, TN 37203

Address New Owner:	Send Tax Bills To:	Map-Parcel Number:
Randall W. Harries Jennifer Renee Mummert 30 Roehrig Court Old Hickory, TN 37138	Ally Bank 440 South Church Street Charlotte, NC 28202	044-07-0A-003.00-C

STATE OF TENNESSEE)
) **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF DAVIDSON)

This Indenture, made as of the date set forth below, between **Drees Premier Homes, Inc., an Ohio corporation** (referred to hereinafter as "Grantor"), and **Randall W. Harries and Jennifer R. Mummert, husband and wife** (referred to hereinafter as "Grantee").

WITNESSETH:

Grantor, for and in consideration of the sum of ONE MILLION SEVEN HUNDRED TWENTY TWO THOUSAND TWO HUNDRED FIFTY THREE AND 00/100 ($1,722,253.00) Dollars, and other good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, hereby bargains and sells and does hereby transfer and convey unto Grantee and its Grantee's successors and assigns, (a) that certain land located in Davidson County, Tennessee, as further described in **Exhibit "A"**, attached and incorporated by reference and being commonly known as improved property located at 30 Roehrig Court, Old Hickory, TN 37138; and (b) all rights and appurtenances of Grantor pertaining thereto including any right, title and interest of Grantor (but without warranty, whether statutory, express or implied) in and to adjacent streets, alleys or rights-of way.

The property and property rights described in (a) and (b) above shall be hereinafter collectively referred to the **"Subject Property".**

The conveyance of the Subject Property is made by Grantor and accepted by Grantee subject to (a) the matters herein stated, (b) all matters of record including those matters set forth in **Exhibit "B"** attached hereto and incorporated by reference herein for all purposes, but only to the extent such matters are valid, subsisting and affect the Subject Property (the "**Permitted Exceptions**").

EXCEPT AS TO THE WARRANTY OF TITLE AS EXPRESSLY PROVIDED HEREIN, GRANTEE ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY PROVIDED HEREIN, GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATION WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, OF, AS TO, CONVENING, OR WITH RESPECTS TO, (i) THE VALUE, NATURE, QUALITY OR CONDITION OF THE SUBJECT PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (ii) THE SUITABILITY OF THE SUBJECT PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH MAY BE CONDUCTED THEREON, (iii) THE COMPLIANCE OF OR BY THE SUBJECT PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (iv) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SUBJECT PROPERTY, OR (v) ANY OTHER MATTER WITH RESPECT TO THE SUBJECT PROPERTY. SPECIFICALLY, BUT NOT IN LIMITATION OF THE FOREGOING, GRANTEE FURTHER ACKNOWLEDGES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES REGARDING COMPLIANCE OF THE SUBJECT PROPERTY WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING WITHOUT LIMITATION, THOSE PERTAINING TO SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT C.F.R., PART 261, OR THE DOSPOSAL OR EXISTENCE, IN OR ON THE SUBJECT PROPERTY, OR ANY HAZARDOUS SUBSTANCES, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND THE REGULATION PROMULGATED THEREUNDER. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE SUBJECT PROPERTY, GRANTEE IS RELYING SOLEY ON GRANTEE'S OWN INVESTIGATION OF THE SUBJECT PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR. GRANTEE FURTHER ACKNOWLEDGED AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECTS TO THE SUBJECT PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

TO HAVE AND TO HOLD the Subject Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns, forever; and Grantor, for its successors, assigns and legal representatives, does covenant and agree to and with the Grantee, its successors and assigns, that Grantee in lawfully seized in fee simple of the aforesaid premises, that the same is free of all encumbrances (subject, however, to (a) the Permitted Exceptions and the matters herein stated; and (b) taxes for the year 2022), that it has a good right to sell and convey the same to Grantee as aforesaid and that it will warranty and forever defend, all and singular, the Subject Property unto Grantee, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

SIGNATURES ON FOLLOWING PAGE.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on this the 29th day of October, 2021.

GRANTOR:

Drees Premier Homes, Inc.,
an Ohio corporation

By: _____
Michael D. Carey, Assistant Secretary

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Michael D. Carey, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he is the Assistant Secretary of Drees Premier Homes, Inc., the maker, and is authorized by the maker to execute the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office this the 29th day of October, 2021.

_____
Notary Public
My Commission expires: 3/2/2025

C M Corriveau
Notary Public
Davidson County, State of Tennessee
My Commission Expires March 03, 2025

EXHIBIT "A"
LEGAL DESCRIPTION

Land in Davidson County, Tennessee, being all of Lot No. 3, Final Plat of First Revision of Roehrig Estates Subdivision, according to survey and plat of same appearing of record in Instrument No. 20150921-0095440, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description of said lot.

Being the same property conveyed to Drees Premier Homes, Inc., an Ohio corporation by Warranty Deed from Randall W. Harries, an unmarried man and Jennifer R. Mummert, an unmarried woman, dated October 14, 2020, recorded October 15, 2020, of record in Instrument No. 20201015-0120263, Register's Office for Davidson County, Tennessee; and further, being the same property conveyed to Randall W. Harries, an unmarried man and Jennifer R. Mummert, an unmarried woman by Warranty Deed from William Bryan Roehrig, Jr., as heir at law of William Bryan Roehrig III and William Bryan Roehrig, Jr., as Administrator of The Estate of William Bryan Roehrig III, dated July 8, 2020, recorded July 14, 2020, of record in Instrument No. 20200714-0077005, said Register's Office; and further, being a portion of the property conveyed to Wm. Bryan Roehrig III by Warranty Deed from Elroy Diatikar, June D. Hardy and Rose D. Ramsey, dated December 29, 1986, recorded January 8, 1987, of record in Book 7100, page 598, Register's Office for Davidson County, Tennessee, as corrected by Deed of Correction of record in Book 7203, page 767, said Register's Office. The said Wm. Bryan Roehrig III aka William Bryan Roehrig III, having since dies on June 11, 2019, leaving William Bryan Roehrig, Jr. as his heir at law as evidenced by Affidavit of Heirship of record in Instrument No. 20191104-0113154; and in Instrument No. 20191104-0113153, said Register's Office. See also Estate of William Bryan Roehrig III, Docket No. 19P1491, Seventh Circuit Court of Davidson County, Tennessee, Probate Division.

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. This Conveyance is subject to the matters set forth below, if any, as well as any and all zoning regulations, building restrictions, setback lines, conditions, covenants, and restrictions (as may be amended or supplemented), all easements, utility easements or rights of ways for public utilities that appear in the appropriate public record.

2. Davidson County taxes for the year 2021 and thereafter, not yet due and payable.

3. All matters shown on the Final Plat of First Revision of Roehrig Estates Subdivision, of record in Instrument No. 20150921-0095440, Register's Office for Davidson County, Tennessee.

4. All matters shown on the plan of record in Book 1424, page 118, Register's Office for Davidson County, Tennessee.

5. Notice of Hold on Building Permits of record in Instrument No. 20191125-0121584, Register's Office for Davidson County, Tennessee.

6. Declaration of Protective Covenants, Conditions and Restrictions of record in Instrument No. 20170320-0026990, Register's Office for Davidson County, Tennessee; and as provided in those By-Laws of record in Instrument No. 20170515-0047879, Register's Office for Davidson County, Tennessee.

7. Stormwater Detention Agreement of record in Instrument No. 20050818-0098293 and in Instrument No. 20070423-0048045, Register's Office for Davidson County, Tennessee.

8. 10′ Lake Access Easement as provided in plan of record in Instrument No. 20150921-0095440, Register's Office for Davidson County, Tennessee.

9. All areas designated as Conservation Easements are not to be disturbed per Stormwater Variance #2006-121.

10. Terms and provisions provided in instrument granted to the United States of America of record in Book 2148, page 20, Register's Office for Davidson County, Tennessee.

11. Easement grant to Davidson County regarding acceptance of public roads of record in Book 1763, page 367, Register's Office for Davidson County, Tennessee.

12. Title to that portion of the property which lies between the high and low water marks of Old Hickory Lake and title to any discrepancies between the line of taking of the property condemned by the United States of America for Old Hickory Lake and the line established by the foregoing survey.

13. Lack of rights or permits to use property of the United States of America or to cross said property for the purpose of access to Old Hickory Lake, the construction of docks, use of the said lake, and the like.

14. Restrictions, obligations, requirements and other matters set forth in or imposed by the Shoreline Management Plan for Old Hickory Lake, as the same may be amended from time to time.

- **The text of a certification of an electronic document must be in the following form.**

I, Kirsten Virden, **do hereby make oath that I am a licensed**

Attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electric document is a true and exact copy of the original document executed and authenticated according to law on 10/29/2021 **(date of document).**

Kirsten Virden

Affiant Signature

Date: 10/29/2021

State of Tennessee

County of Davidson

Sworn to and subscribed before me this 29 **day of** October, **2**021.

Rachel Marie Collins

Notary Signature

MY COMMISSION EXPIRES: 3.6.2024

Notary's Seal (if on paper)

RACHEL MARIE COLLINS
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF CHEATHAM