WHEN RECORDED RETURN TO
Midtown Title, LLC
1704 Charlotte Avenue, #105
Nashville, TN. 37203
File No. 1-14080-CC

LIMITED WARRANTY DEED

Karen Johnson Davidson County
Batch# 779590 DEEDWARR
12/23/2021 03:04:30 PM 6 pgs
Fees: $33.00 Taxes: $2,768.16
20211223-0170088

STATE OF TENNESSEE
COUNTY OF DAVIDSON

I hereby swear or affirm that the actual consideration or value, whichever is greater, for this transaction is $748,150.00.

Subscribed and sworn to before me, this the 17th day of December, 2021.

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

Notary Public

My Commission Expires: 3/3/2025

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:
Philip Derek Milks Sarah Michelle Milks 3044 Lakeshore Drive Old Hickory, TN 37138	First Equity Mortgage Incorporated, First Equity Mortgage of Ohio, Inc. 211 Grandview Drive, Suite 102 Fort Mitchell, KY 41017	054-09-0-020

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 **Philip Derek Milks and Sarah Michelle Milks, husband and wife, joint tenants** (referred to hereinafter as "Grantee").

WITNESSETH:

Grantor, for and in consideration of the sum of SEVEN HUNDRED FORTY EIGHT THOUSAND ONE HUNDRED FIFTY AND 00/100 ($748,150.00) 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 Grantee's heirs 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 3044 Lakeshore Drive, 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, his/her/their heirs and assigns, forever; and Grantor, for its successors, assigns and legal representatives, does covenant and agree to and with the Grantee, his/her/their heirs 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, his/her/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.

202112230170088

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on this the 17th day of December, 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 17th day of December, 2021.

_____
Notary Public
My Commission expires: 3-1-2023

DEBORAH L. BISSELL
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF PERRY

EXHIBIT "A"

LEGAL DESCRIPTION

Beginning at an existing iron pin lying in the South margin of Lakeshore Drive, said point further described as being the Northeast corner of herein described tract and the Northwest corner of the J.B. Gammon property as of record in Deed Book 5653, Page 510, R.O.D.C.; thence leaving said point of beginning and running with the line of Gammon South 28 degrees, 57 minutes, 47 seconds West a distance of 496.80 feet to a set iron pin by a corner post in the fine of Elden T. Green as of record in Deed Book 7061 and 4779, Pages 367 and 64, R.O.D.C.; thence running with the line of Green North 46 degrees, 59 minutes, 37 seconds West a distance of 128. 78 feet to a set iron pin; thence leaving Greens' line and running with the common line of lots #1 and #2 on said resubdivision plan North 28 degrees, 43 minutes, 27 seconds East a distance of 424.06 feet to a set iron pin in the South margin of Lakeshore Drive; thence running with the margin of Lakeshore Drive and a curve to the left having a central angle of 13 degrees, 01 minutes, 08 seconds, a radius of 588.00 feet, a tangent of 67.09 feet, a chord of 133.32 feet on a bearing of South 79 degrees, 10 minutes, 21 seconds East, a total distance along the arc of 133.61 feet to the point of beginning and containing 1.32 acres.

Being the same property conveyed to Drees Premier Homes, Inc., an Ohio corporation, by Warranty Deed from Philip Milks and Sarah Chandler n/k/a Sarah Milks, husband and wife, dated April 13, 2021, ecorded on April 14, 2021, of record in Instrument No. 20210414-0049986, Register's Office for Davidson County, Tennessee.

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 2022 and thereafter, not yet due and payable.

3. All matters appearing on subdivision plat/ survey of record in Plat Book 6200, Page 998, revised in Plat Book 7900, Page 304, in the Register's Office for Davidson County, Tennessee.

4. Sewer and Drainage Easement to Metropolitan Government of Nashville and Davidson County of record in Book 8414, Page 663 and Book 9487, Page 919, in the Register's Office for Davidson County, Tennessee.

- **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 12/17/2021 **(date of document).**

Kirsten Virden

Affiant Signature

Date: 12/17/2021

State of Tennessee

County of Davidson

Sworn to and subscribed before me this 17 **day of** December **,** 2021 **.**

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