LIMITED WARRANTY DEED

Karen Johnson Davidson County
Batch# 833036 **DEEDWARR**
04/01/2022 10:18:49 AM 5 pgs
Fees: $28.00 Taxes: $6,427.84

20220401-0037888

STATE OF TENNESSEE
COUNTY OF DAVIDSON

I hereby swear or affirm that the actual consideration or value, whichever is greater, for this transaction is $1,737,255.00.

Affiant

Subscribed and sworn to before me, this the 30th day of March, 2022.

Notary Public

My Commission Expires: 3/3/2025

M. CORRIVEAU
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 03-03-2025

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:
Jerry S. McCarver Catherine M. McCarver 29 Roehrig Court Old Hickory, TN 37138	Wilson Bank & Trust 207 Legends Drive Lebanon, TN 37087	044-07-0B-005-00

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 **Jerry S. McCarver and Catherine M. McCarver, husband and wife** (referred to hereinafter as "Grantee").

WITNESSETH:

Grantor, for and in consideration of the sum of ONE MILLION SEVEN HUNDRED THIRTY SEVEN THOUSAND TWO HUNDRED FIFTY FIVE AND 00/100 ($1,737,255.00) 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 29 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, 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.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on this the 30th day of March, 2022.

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 30th day of March, 2022.

C. M. CORRIVEAU
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 03-03-2025

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

EXHIBIT "A"

LEGAL DESCRIPTION

Land in Davidson County, Tennessee, being all of Lot No. 5, Final Plat, 43B Jones Circle, according to survey and plat of same appearing of record in Instrument No. 20201223-0153255, in the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete and accurate description as to details and location of said lot.

Being a portion of the property conveyed to Drees Premier Homes, Inc., an Ohio corporation by Warranty Deed from Robert J. Notestine, III, as Executor of the Estate of William Bryan Roehrig, Jr., and Sharon Wilson, David Roehrig and Linda Arnold, being all the devisees of William Bryan Roehrig, Jr., deceased, dated January 15, 2021, recorded January 20, 2021, of record in Instrument No. 20210120-0008338; as corrected in Instrument No. 20210225-0023850, 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 the Final Plat, 43B Jones Circle, according to survey and plat of same appearing of record in Instrument No. 20201223-0153255, Register's Office for Davidson County, Tennessee.

4. All matters shown on the plan of record in Instrument No. 20150921-0095440, Register's Office for Davidson County, Tennessee.

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

6. Declaration of Protective Covenants, Conditions and Restrictions of record in Instrument No. 20170320-0026990; as Amended and Restated in Instrument No. 20211228-0170595, Register's Office for Davidson County, Tennessee; and as provided in those By-Laws of record in Instrument No. 20170515-0047879, said Register's Office.

7. Underground Easement/Public Utility Easement of record in Instrument No. 20210518-0067239; and in Instrument No. 20210518-0067243, Register's Office for Davidson County, Tennessee.

8. Dedication of Easement and Maintenance Agreement for Sewage Pumps, Service Lines, Ingress/Egress and Appurtenances of record in Instrument No. 20211025-0142727, Register's Office for Davidson County, Tennessee.

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

10. Terms, provisions, covenants, conditions, restrictions and easements provided in instruments of record in Book 1760, page 542; and in Book 1760, page 627, Register's Office for Davidson County, Tennessee.

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

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

13. Permanent easement of record in Book 3709, page 310, Register's Office for Davidson County, Tennessee.