WARRANTY DEED

Karen Johnson Davidson County
Batch# 833998 DEEDWARR
04/04/2022 02:35:17 PM 5 pgs
Fees: $28.00 Taxes: $1,461.32

20220404-0038868

STATE OF TENNESSEE, COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER FOR THIS TRANSFER IS $394,950.00.

Affiant

Subscribed and sworn to me on April 1, 2022.

NOTARY PUBLIC

THIS INSTRUMENT WAS PREPARED BY:
Richard W. Sebastian
ORTALE KELLEY
330 Commerce Street, Suite 110
Nashville, TN 37201
Our File #34836HUD

NAME/ADDRESS OF NEW OWNER:	SEND TAX BILLS TO:	MAP – PARCEL #
Charles Parker Claudia Parker 726 Springlake Drive Franklin, TN 37064	Charles Parker Claudia Parker 726 Springlake Drive Franklin, TN 37064	188-10-0A-302.00-CO

FOR AND IN CONSIDERATION of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantees, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Regent Homes, LLC, a Tennessee Limited Liability Company, hereinafter called **"GRANTOR,"** has bargained and sold, and by these presents does transfer and convey unto Charles Parker and Claudia Parker, 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:

> Land in Davidson County, Tennessee, being Lot No. 302 on the Plan of Phase 7, Section 1A, Carothers Farms of record in Plat at Instrument No. 20200910-0103215, in the Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.
>
> Being a portion of the same property conveyed to Regent Homes, LLC, a Tennessee Limited Liability company by Quitclaim deed from McGowan Family Limited Partnership, a Tennessee Limited Partnership of record in Instrument No. 20190528-0050141, Register's Office for Davidson County, Tennessee, dated May 17, 2019 and recorded on May 28, 2019.

The conveyance of the above-described parcel of land is subject to the following:

1. 2022 Davidson County taxes which have been prorated by the parties and assumed by the Grantees.
2. Subject to all matters shown on the Plan of record as Instrument Number 20200910-0103215, Register's Office of Davidson County, Tennessee.
3. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Covenants, Conditions and Restrictions of record in Instrument Number 20070627-0076581, amended in Instrument No. 20070821-0099817, Instrument No. 20070921-0099818, Instrument No. 20080515-0049892, Instrument No. 20080515-0049893, Instrument No. 20171002-0100689, corrected in Instrument No. 20171220-0129697 and Instrument No. 20180125-0008094 (Davidson County) and DCCR's in Instrument No. 20070627-0076582, amended in Instrument No. 20070821-0099817, Instrument No. 20070821-0099818, Instrument No. 20080515-0049894, Instrument No. 20171002-0100688, Instrument No. 20190321-0025836, and supplemented in Instrument Number 20210625-0086747, in the Register's Office for Davidson County, Tennessee, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap but does not discriminate against handicapped persons.
4. Assignment of Declarants Rights of record in Instrument Number 20171002-0100690, in the Register's Office for Davidson County, Tennessee.
5. Sewer Line Easement of record in Book 9975, Page 541 and Instrument No. 20170302-0020826, in the Register's Office for Davidson County, Tennessee.
6. Easement to Colonial Pipeline Co. of record in Book 3578, Page 491; Book 3611, Page 195 and Book 4588, Page 484, in the Register's Office for Davidson County, Tennessee.
7. Quitclaim Deed of Common Areas to Homeowners Association of record in Instrument Number 20180719-0070522, in the Register's Office for Davidson County, Tennessee.
8. Parking and Maintenance Easement of record in Instrument Number 20180719-0070523, in the Register's Office for Davidson County, Tennessee.
9. Charter for Homeowners Association of record in Instrument Number 20070307-0027908, in the Register's Office for Davidson County, Tennessee.
10. Inspection and Maintenance Agreement for Private Storm Water Management Facilities of record in Instrument Number 20070711-0082648 and Instrument No. 20070810-0095900, in the Register's Office for Davidson County, Tennessee.
11. Easement and Memorandum Agreement of record in Instrument Number 20070123-00009057 and Assignment of Easement in Instrument No. 20140827-0078032, in the Register's Office for Davidson County, Tennessee.
12. Access Drainage, Utility and Pedestrian Easement of record in Instrument Number 20070119-0007972, in the Register's Office for Davidson County, Tennessee.
13. Right of Way for Public Roadway of record in Instrument Number 20070511-0056717, Instrument No. 20070511-0056718 and Instrument No. 20070511-0056719, in the Register's Office for Davidson County, Tennessee.
14. Reservations contained in deed of record in Instrument Number 20170628-0065119, in the Register's Office for Davidson County, Tennessee.
15. Restrictions for Storm Water Facilities and Systems of record in Instrument Number 20190508-0043213, in the Register's Office for Davidson County, Tennessee.
16. Subject to any and all zoning regulations, building restrictions, setback lines, if any, and easements and rights of way for public utilities applicable to this property.

This property is also known as improved property located at 1748 Park Terrace Lane, Nolensville, TN 37135.

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, and GRANTOR does covenant with the said GRANTEES that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and GRANTOR does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS my hand on April 1, 2022.

REGENT HOMES, LLC, A TENNESSEE LIMITED LIABILITY COMPANY:

By: _____
Richard W. Sebastian, Authorized Representative

STATE OF TENNESSEE, COUNTY OF DAVIDSON

Before me, the undersigned authority, of the State and County aforesaid, personally appeared Richard W. Sebastian, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, swore to and acknowledged himself to be the Authorized Representative of Regent Homes, LLC, the within named bargainor, and that he as such Authorized Representative executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Authorized Representative.

Witness my hand, at office, on April 1, 2022.

_____
NOTARY PUBLIC

My Commission Expires: March 7, 2023

AFFIDAVIT AS TO LIENS AND ENCUMBRANCES

On April 1, 2022, before me personally appeared Richard W. Sebastian, Authorized Representative of Regent Homes, LLC, Owners(s) / heirs of property and/or General Contractor, to me personally known, who being duly sworn on (his-their) oath(s), did say that all of the persons, firms and corporations, including the general contractor and all subcontractors who have furnished services, labor or materials according to plans and specifications, or extra items, used in the construction or repair of buildings and improvements on the real estate hereinafter described, have been paid in full and that such work has been fully completed and accepted by the owner.

Affiant further says that no claims have been made to Affiant by, nor is any suit now pending on behalf of any contractor, subcontractor, laborer or materialman, and further that no chattel mortgages, conditional bills of sale, retention of title agreements, security agreements, financing statements, or personal property leases have been given or are outstanding as to any fixtures, appliances, or equipment which are now installed in or upon said real property, or the improvements thereon.

Affiant further says that there are no outstanding deeds of trust, mortgages, judgment liens, mechanics or materialmens liens filed of record or unfiled claims or any other liens or encumbrances of any kind except as follows:

Partial Release of Deed of Trust by Regent Homes, LLC, a Tennessee Limited Liability Company, trustor, to Jerry P. Spore, trustee, for the benefit of BancorpSouth Bank, beneficiary, to secure a note in the original amount of $ 5,000,000.00 secured thereby, dated August 22, 2007, and recorded on August 24, 2007, of record as Instrument Number 20070824-0101693, Register's Office for Davidson County, Tennessee.

Amendment/Modification of Master Promissory Note, Deed of Trust and Master Loan Agreement recorded on March 19, 2015 of record in Instrument Number 20150319-0023942, in the Register's Office for Davidson County, Tennessee.

Amendment/Modification of Deed of Trust, Assignment of Rents and Leases, Security Agreement, and Financing Statement recorded on May 14, 2015 of record in Instrument Number 20150514-0044520, in the Register's Office for Davidson County, Tennessee.

Amendment/Modification of Deed of Trust, Assignment of Rents and Leases, Security Agreement, and Financing Statement recorded on May 19, 2017 of record in Instrument Number 20170519-0050130, in the Register's Office for Davidson County, Tennessee.

Amendment to Deed of Trust recorded on October 05, 2017 of record in Instrument Number 20171005-0102490, in the Register's Office for Davidson County, Tennessee.

Amendment to Deed of Trust recorded on May 28, 2019 of record in Instrument Number 20190528-0050142, in the Register's Office for Davidson County, Tennessee.

Amendment to Deed of Trust recorded on August 21, 2019 of record in Instrument Number 20190821-0084114, in the Register's Office for Davidson County, Tennessee.

Amendment to Deed of Trust recorded on August 16, 2021 of record in Instrument Number 20210816-0109975, in the Register's Office for Davidson County, Tennessee.

Amendment to Deed of Trust (Increase Loan Amount and Extend Maturity Date) recorded on October 20, 2021 of record in Instrument Number 20211020-0140675, in the Register's Office for Davidson County, Tennessee.

Affiant on behalf of said Owner of Property and/or General Contractor does for a valuable consideration hereby agree and guarantee to hold **ORTALE KELLEY AND Chicago Title Insurance Company** (By reason of the fact that it has issued its title insurance policies), harmless against any liens, claims or suit of or by any general contractor, subcontractor, mechanic or materialman, and against chattel mortgages, conditional bills of sales, retention of title agreements, security agreements, financing statements, or personal property leases in connection with the construction, repair or sale of such building or improvements on said real estate.

The real estate and improvements referred to herein are situated in the County of Davidson, State of Tennessee, and are described as follows, to-wit: 1748 Park Terrace Lane, Nolensville, TN 37135.

Regent Homes, LLC, a
Tennessee Limited Liability Company:

By: _____
Richard W. Sebastian,
Authorized Representative

STATE OF TENNESSEE, COUNTY OF DAVIDSON

Before me, the undersigned authority, of the State and County aforesaid, personally appeared Richard W. Sebastian, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, swore to and acknowledged himself to be the Authorized Representative of Regent Homes, LLC, the within named bargainor, and that he as such Authorized Representative executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Authorized Representative.

Witness my hand, at office, on April 1, 2022.

Notary Public