## LIMITED WARRANTY DEED

Karen Johnson Davidson County
Batch# 1195350 DEEDWARR
10/18/2024 12:13:30 PM 6 pgs
Fees: $33.00 Taxes: $7,770.00
20241018-0081108

STATE OF TENNESSEE
COUNTY OF DAVIDSON

I hereby swear or affirm that the actual consideration or value, whichever is greater, for this transaction, is $2,100,000.00.

Affiant

Subscribed and sworn to before me, this the 18th day of October, 2024.

Notary Public

My Commission Expires: 11-6-2026

JIM MYERS NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY

**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: |
|---|---|---|
| Matthew David McCain<br>Lindsey Espe<br>6709 Fleetwood Dr.<br>Nashville, TN 37205 | New Owner | 102-12-59.00 |

**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 **Matthew David McCain and Lindsey Espe, husband and wife** (referred to hereinafter as "Grantee").

**WITNESSETH:**

Grantor, for and in consideration of the sum of TWO MILLION ONE HUNDRED THOUSAND AND 00/100 ($2,100,000.00) 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 is commonly known as improved property located at 6709 Fleetwood Drive, Nashville, TN 37205; 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 as 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 DISPOSAL 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 INVESTIGATION OF THE SUBJECT PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR. GRANTEE FURTHER ACKNOWLEDGED AND AGREED THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT 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 2024), that it has a good right to sell and convey the same to Grantee as aforesaid and that it will warrant 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 THE FOLLOWING PAGE.**

**IN WITNESS WHEREOF**, the Grantor has caused this instrument to be executed on this the 18th day of October, 2024.

**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 18th day of October, 2024.

JIM MYERS
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY

_____
Notary Public
My Commission expires: 11-6-2024

## EXHIBIT "A"

## LEGAL DESCRIPTION

Land in Davidson County, Tennessee, being all of Lot No. 138, Section VI, Plan of Horton Heights, according to survey and plat of same appearing of record in Book 2133, page 24, in the Register's Office for Davidson County, Tennessee, to which plat and amendment references are hereby made for a more complete and accurate description of said lot.

Being the same property conveyed to Drees Premier Homes, Inc., an Ohio corporation by Warranty Deed from Jacqueline F Martin, Connie L. Dodson, Kimberly H Decker, Jacqueline F Martin, Administrator of Gregory McCann Estate, Charles McCann, Maria McCann Schell , Michele McCann, dated January 29, 2024, recorded January 31, 2024, of record in Instrument No. 20240131-0006814, 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 2024 and thereafter, not yet due and payable.

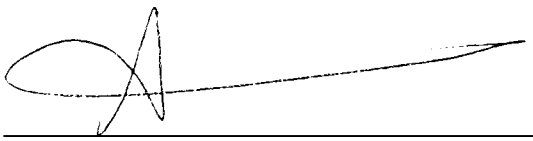
3. All matters shown on the plan of Section VI, Plan of Horton Heights, according to survey and plat of same appearing of record in Book 2133, page 24, Register's Office for Davidson County, Tennessee.

4. Terms, provisions, covenants, conditions, restrictions, and easements provided in the Declaration of Restrictive Covenants of record in Book 2106, page 178, 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.

5. Declaration of Restrictions and Covenants of record in Instrument No. 202040405-0024258, Register's Office for Davidson County, Tennessee.

# CERTIFICATE OF AUTHENTICITY

I, Alicia Johnson, do hereby make oath that I am the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on **10-18-2024**.



Affiant Signature — **10-18-2024** Date

State of Tennessee

County of Williamson

Sworn to and subscribed before me this **10-18-2024**.

Notary's Signature

My Commission Expires: 9-21-26

Notary's Seal

