ADDRESS NEW OWNER: Dustin Hongo
Emily Tew
1809 Paisley Drive
Nolensville, TN 37135

SEND TAX BILL TO: TEXANA BANK, N.A.
2801 Richmond Road
PMB #28
Texarkana, TX 75503

MAP-PARCEL NOS. 187-09-0A-321.00

Karen Johnson Davidson County
Batch# 1213185 DEEDWARR
12/06/2024 02:57:30 PM 4 pgs
Fees: $23.00 Taxes: $2,216.30
20241206-0094965

Prepared by: Cindy S. Smith, P.C., Attorney at Law
P.O. Box 292004
Nashville, TN 37229-2004

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN and No/100 ($10.00) DOLLARS cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, We, **David Robert Whaley and Suzanne Mellinger Whaley, husband and wife, and Patrick David Whaley, married** (the "Grantors"), have bargained and sold, and by these presents do transfer and convey unto **Dustin Hongo and Emily Tew, husband and wife** (the "Grantees"), Grantees' successors and assigns, a certain tract or parcel of land in **Davidson County**, State of Tennessee, being more particularly described as follows, to wit:

Land in Davidson County, Tennessee, being Lot No. 321 on the Plan of Phase Four, Burkitt Village, SP Subdivision of record in Plat at Instrument No. 20180604-0053014, Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of said property.

Being the same property conveyed to David Robert Whaley and Suzanne Grace Mellinger, husband and wife and Patrick David Whaley from Regent Homes, LLC, a Tennessee Limited Liability Company by Warranty Deed dated July 29, 2019 and recorded July 30, 2019, of record in Instrument No. 20190730-0075117, Register's Office for Davidson County, Tennessee.

Suzanne Grace Mellinger is now known as Suzanne Mellinger Whaley.

Patrick David Whaley warrants that the subject property has never been used as his marital residence and is not subject to any marital rights therein.

This is property with a common address of 1809 Paisley Drive, Nolensville, TN 37135.

CONVEYANCE OF SAID PROPERTY IS MADE SUBJECT TO THE FOLLOWING:
(1) Property taxes for the current year and all subsequent years, taxes for the current year having been prorated and paid for by the Grantor at closing.(2) All matters as shown on the Plan of Phase Four, Burkett Village, SP Subdivision of record in Instrument No. 20180604-0053014, Register's Office for Davidson County, Tennessee.(3) Declaration of Covenants, Conditions and Restrictions for Burkitt Village of record in Instrument No. 20130717-0074035, as amended in Instrument No. 20140814-0073542 (All), as amended by Supplement and Amendment in Instrument No. 20180622-0060478 (annexing Phase Four, Phase Eight & Phase Nine, Section 2 Property), and amended by Supplement in Instrument No. 20200909-0102654 (annexing Phase Four – Revised Lot 32 on Plat Book P72, Page 24, Williamson County – and Phase Five), said Register's Office.(4) By-Laws for Burkitt Village Homeowners Association, Inc. attached as Exhibit "C" in the Declaration of Covenants, Conditions and Restrictions for Burkitt Village of record in Instrument No. 20130717-0074035, said Register's Office.(5) Memorandum of Lease Agreement between Gene H. Smith and Patricia C. Smith and GTE Mobilnet of Nashville of record in Book 10424, Page 22, Register's Office for Davidson County, Tennessee. Pursuant to an Assignment and Assumption Agreement, GTE assigned all rights under the Lease to Crown GT together with an Access and Utility Easement of record in instrument No. 20010724-0078137, said Register's Office. Assignment of Leases and Agreement to Future Rents between Gene H. Smith and Patricia C. Smith and Y & H, a Tennessee General Partnership of record in Instrument No. 20051031-0131235 and re-recorded in Instrument No. 20051107-0134543, said Register's Office. Assignment of Lease from Y & H Tennessee Partnership to Global Signal Acquisitions IV, LLC of record in Instrument No. 20140509-003933, said Register's Office.(6) Easement Agreement between Gene H. Smith and Patricia C. Smith and GTE Mobilnet of Nashville of record in Book 10424, Page 26, Assignment of Easement of record in Instrument No. 20140509-003935, said Register's Office.(7) Dedication of Easements for Sanitary Sewers of record in Instrument No. 20051031-0131232, said Register's Office.(8) Application for Greenbelt of record in Instrument No. 20090730-0071373, said Register's Office.(9) Charter of Burkitt Village

Homeowners Association, Inc. of record in Instrument No. 20121213-0114972 (also attached as Exhibit "B" in the Declaration of Covenants, Conditions and Restrictions, said Register's Office.(10) Grant of Easement to Global Signal Acquisitions IV, LLC in Instrument No. 20140509-0039932, said Register's Office.(11) Inspection and Maintenance Agreement for Private Stormwater Management Facilities of record in Instrument No. 20150626-0061523, said Register's Office.(12) Declaration of Restrictions and Covenants for Stormwater Facilities and Systems of record in Instrument No. 20171002-010380, said Register's Office.(13) Supplement to the Declaration of Covenants, Conditions and Restrictions for Burkitt Village in Instrument No. 20150227-0017002; Fourth Supplement in Instrument No. 20161118-0122034, corrected in Instrument No. 20161130-0125372; Supplement and Amendment in Instrument No. 20161118-0122035, corrected in Instrument No.20161130-0125373; Sixth Supplement recorded in Instrument No. 20161118-0122036; Seventh Supplement in Instrument No. 20170504-0044438, corrected in Instrument No. 20170720-0073494; Eighth Supplement recorded in Instrument No. 20170720-0073493, Third Supplement in Instrument No. 20170118-0005499 , Nineth Supplement in Instrument No. 20180622-0060478, said Register's Office.(14) Supplement to the Declaration of Covenants, Conditions and Restrictions for Burkitt Springs in Instrument No. 20171108-0114807, said Register's Office.(15) Quitclaim Deed for Common and Open Space to Burkitt Village Homeowners Association, Inc. in Instrument No. 20221121-0123347, said Register's Office.

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title, and interests thereto belonging to the said Grantees, Grantees' successors and assigns, forever. And Grantors do covenant with the said Grantees that Grantors are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered except as set forth herein.

And Grantors do further covenant and bind themselves, their heirs, representatives and assigns, to warrant and forever defend the title to the Property to the said Grantees, their successors and assigns against the lawful claims of all persons whomsoever.

When necessary for proper construction, the singular shall include the plural and the plural shall include the singular, and the reference to any gender shall include reference to any and all genders.

IN WITNESS WHEREOF, the Grantors have caused this Deed to be executed this 3rd day of December 2024.

David Robert Whaley

Suzanne Mellinger Whaley

Patrick David Whaley by David Robert Whaley, Attorney in Fact

Patrick David Whaley by David Robert Whaley, Attorney in Fact

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named **David Robert Whaley and Suzanne Mellinger Whaley, husband and wife, ~~and Patrick David Whaley, married~~ ,** with whom I am personally acquainted, or who proved to me on the basis of satisfactory evidence, and who acknowledged that they executed the within instrument for the purposes therein contained as his/her free act and deed.

Witness my hand and official seal at office this 3rd day of December 2024.

Notary Public
My Commission Expires:

KIMBERLY J. THOMPSON STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires MARCH 3, 2026

STATE OF TENNESSEE
COUNTY OF DAVIDSON

On this **3rd** day of December 2024, personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named David Robert Whaley, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained, and who further acknowledged that s/he is executing this document on behalf of the Principal as Principal's free act and deed and as the Attorney-in-Fact of Patrick David Whaley (Principal), and is authorized by her/him to execute this instrument on her/his behalf by virtue of a Specific Durable Powert of Attorney to Sell Land recorded in Instrument No. _____ in said Register's Office.

Witness my hand and official seal at office, this 3rd day of December 2024.

Notary Public
My Commission Expires: _____

KIMBERLY J. THOMPSON STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires MARCH 3, 2026

STATE OF TENNESSEE
COUNTY OF DAVIDSON
The actual consideration or value, whichever is greater for this transfer is $599,000.00.

Affiant

Subscribed and sworn before me this 3rd day of December 2024.

Notary Public
My Commission Expires: 07-06-26

KADEN ROACH
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 07-06-2026

File No. 2410-132

True Copy Certification

I, **Pam Autry,** 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 electronic document is a true and exact copy of the original document executed and authenticated according to law on this the 3 day of December, 2024.

Affiant Signature

Date 12/3/24

State of TENNESSEE
County of DAVIDSON

Sworn to and subscribed before me this the 3 day of December, 2024.

Notary's Signature
MY COMMISSION EXPIRES:

