PREPARED BY (AND RETURN TO):

WILKINS & IVEY
Attorneys At Law

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W & I Ref(ST) Title No: 44097
Dav. Co. File: Box 8

ADDRESS NEW OWNER:	**RESPONSIBLE FOR TAX PAYMENT:**
Joanna Dean 4000 Dakota Ave. Nashville, Tennessee 37209	Pulte Mortage Corporation 7475 South Joliet Street Englewood, Colorado 80112

TAX MAP-PARCEL NUMBERS: 091-16-355

WARRANTY DEED

Davidson County DEEDWARR
Recvd: 12/31/02 14:21 4pgs
Fees:23.00 Taxes:429.20

20021231-0162730

FOR AND IN CONSIDERATION of the sum of **$116,000.00** , cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned **Terra Firma Properties, LLC, A Tennessee Limited Liability Company**, hereinafter called the **Grantor**, has bargained and sold, and by these presents does hereby transfer and convey unto **Joanna Dean** hereinafter called the **Grantee**, Grantee's heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows: **To Wit:**

Land in Davidson County, Tennessee, being Lot No. 42 on the Map of the Subdivision of the lands of P.S. Stump, deceased of record in Chancery Court Plan Book 2, Page 74 and 78 Register's Office for said County.

Said Lot No. 42 fronts 60 feet on the northerly margin of Dakota Avenue (formerly Fourth Ave.) and extends back between parallel lines with the westerly margin of 40th Avenue North (formerly C Street or Stump Avenue), 150 feet to an alley.

Being the same property conveyed to Sher Powers an unmarried person by quitclaim deed from Grand Canyon Properties, LLC, a Tennessee Limited Liability Company of record in Doc. No. 20020328-0038478, Register's Office for Davidson County, Tennessee. By Quitclaim Deed of record in Doc. No. 20021213-0153949, said Register's Office, the said Sher Powers conveyed her interest in subject property to Terra Firma Properties, LLC, a Tennessee Limited Liability Company. Said Quitclaim deed is being re-recorded to correct an error in the notary acknowledgement immediately prior hereto. See also Exhibit "A".

Description Reference: The description is the same as that used in the last deed prior to this transaction.

This conveyance is subject to: Taxes for 2003, and subsequent years; All matters shown on The Plan, with Owner's Certificate, of record in Chancery Book 2 Page 74 and 78, said Register's Office.

This is improved property, known as: 4000 Dakota Ave., Nashville, Tennessee 37209

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, Grantee's heirs or assigns, forever.

GRANTOR COVENANTS with the said Grantee that Grantor is lawfully seised 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.

GRANTOR FURTHER COVENANTS and binds Grantor, Grantor's heirs and representatives, to warrant and forever defend the title to the said land to the said Grantee, Grantee's heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESS THE EXECUTION HEREOF this 20th day of December, 2020.

Terra Firma Properties, LLC, A Tennessee Limited Liability Company

By:Sher Powers
Title: ~~Chief~~ Manager

State of TENNESSEE
County of DAVIDSON

Before me, the undersigned, personally appeared Sher Powers with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged and was identified as Chief Manager (or other officer authorized to execute this instrument) of **Terra Firma Properties, LLC, A Tennessee Limited Liability Company**, the within named bargainor, a corporation, and the execution of the foregoing instrument as such officer for the purposes therein contained, by signing in the name of the corporation as such officer.

Witness my hand and official seal, at office in Davidson Tennessee this the 20th day of December, 2020.

My Commission Expires: _____

Notary Public

State of TENNESSEE
County of DAVIDSON

AFFIDAVIT

The undersigned declares under oath that the actual consideration or value, whichever is greater, for this transfer is: $116,000.00

Affiant

Sworn and subscribed before me this the 20th day of December, 2020.

My Commission Expires: _____

Notary Public

Exhibit "A"

FIRST AMENDMENT TO THE OPERATING AGREEMENT OF TERRA FIRMA PROPERTIES, LLC

WHEREAS, The Articles of Organization of Terra Firma Properties, LLC were filed with the Tennessee Secretary of State on January 10, 2001; and

WHEREAS, the Members have elected to remove Virginia and Gregory Pitts as Members, and allow remaining member, Sher Powers, sole ownership of Terra Firma Properties, LLC;

NOW THEREFORE, in consideration of the mutual agreements and promises of the current Members of Terra Firma Properties, LLC, the Operating Agreement of the Company is amended as follows:

1. The Membership interest of the Members, effective as of this date, is hereby adjusted to be as follows:
   Sher Powers 100%
2. Sher Powers hereby agrees to release Virginia and Gregory Pitts from any future indebtedness of the Company, and to notify all parties of the sole ownership status;
3. Virginia and Greg Pitts hereby agree to cease usage of the name Terra Firma Properties, LLC, and will not incur any new debt against the Company;
4. All Members agree there are no current liabilities pending against Terra Firma Properties, LLC, except secured loans attached to real property.
5. Virginia and Greg Pitts agree to Quit Claim their interests in any properties held in the name Terra Firma Properties, LLC to Sher Powers, as sole owner, upon release of all personal guarantees and indemnity from future indebtedness on said properties.
6. If any properties are currently held in Grand Canyon Properties, LLC portfolio, but title is held under Terra Firma Properties, LLC; Sher Powers and Terra Firma Properties, LLC agrees to Quit Claim such properties to Grand Canyon Properties, LLC, upon release of all personal guarantees and indemnity from future indebtedness on said properties.

IN WITNESS WHEROF, the parties hereto have duly executed this First Amendment on the date and day written below at Nashville, Tennessee.

2/4/02
Sher Powers Date

Virginia Pitts 2-4-02
Virginia Pitts Date

2/4/02
Gregory Pitts Date

Prepared by:
Wilkins & Ivey, Attys.
Woodmont Centre, Suite 100
104 Woodmont Blvd.
Nashville, TN 37205

RESOLUTION

I, the undersigned Sher Powers, certify that I am sole member and Chief Manager of Terra Firma Properties, LLC, a Tennessee limited liability company, and official custodian of the company records, and that the following resolution was duly approved by me on December 20, 2002:

"Be it resolved, and it is hereby, that I, as sole member and Chief Manager of Terra Firma Properties, LLC, hereby approve the sale of certain real property known as 4000 Dakota Avenue, Nashville, TN, for a sales price of $116,000.00 pursuant to a contract with Joanna Dean as buyer, dated November 8, 2002. Be it further resolved that I authorize myself, Sher Powers, sole member and Chief Manager of the limited liability company, to execute for the limited liability company all documents which the I deem necessary or advisable in the consummation of the sale."

Certified: December 20, 2002.

Sher Powers, Chief Manager
Terra Firma Properties, LLC