BILL GARRETT, Davidson County
Trans:T20130093101 DEEDWARR
Recvd: 10/31/13 08:29 4 pgs
Fees:23.00 Taxes:2220.00
20131031-0112901

THIS INSTRUMENT PREPARED BY:
JOHN T. COOK, P.C.
2927 Berry Hill Drive
Nashville, Tennessee 37204

Box #14
25381-1

ADDRESS NEW OWNER AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NO.
Mitchell A. Binder and Alvin Michael Binder 615 9th Avenue South Nashville, Tennessee 37203	New Owner	Map 093-14-0 Parcel 557-00

WARRANTY DEED

For and in consideration of the sum of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantees, and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned, STEPHEN M. MAXWELL, hereinafter referred to as the Grantor, has bargained and sold, and by these presents does transfer and convey unto MITCHELL A. BINDER, as to an undivided fifty (50.0%) percent interest, and ALVIN MICHAEL BINDER, as to an undivided fifty (50.0%) percent interest, said interests being held as tenants in common, hereinafter referred to as the Grantees, their heirs, successors and assigns, certain land in Davidson County, State of Tennessee, described as follows, to-wit:

BEING a tract of land lying in Nashville, Davidson County, Tennessee, also being Lot 1 of Section Six, Edgehill Estates, as of record in Plat Book 4350, Page 39, at the Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

Beginning at an existing concrete monument, in the westerly right-of-way line of 9th Avenue South, 50 feet in width, at a corner common with the property of Alvin Michael Binder & Mitchell Binder, as of record in Instrument Number 20120517-0043017, at the Register's Office for Davidson County, Tennessee, said existing concrete monument being located at Northing: 662,540.35; Easting: 1,738,045.14; on the State Plane Coordinate System NAD-83;

Thence leaving the westerly right-of-way line of 9th Avenue South, with the northerly property line of Alvin Michael Binder & Mitchell Binder, North 83 deg 40 min 15 sec West, 140.00 feet to a pk nail set in the easterly right-of-way line of Alley Number 231, 20 feet in width;

Thence, with the easterly right-of-way line of Alley Number 231, North 06 deg 19 min 45 sec East, 62.00 feet to a pk nail set, at a corner common with Mamie Mooney Regan, as of record in Deed Book 700, Page 696, at the Register's Office for Davidson County, Tennessee;

Thence, leaving the easterly right-of-way line of Alley #231, with the southerly property line of Mamie Mooney Regan, South 83 deg 40 min 15 sec East, 140.00 feet to a pk nail set, in the westerly right-of-way line of 9th Avenue South;

Thence, with the westerly right-of-way line of 9th Avenue South, South 06 deg 19 min 45 sec West, 62.00 feet to the Point of Beginning. Containing 8,680 square feet or 0.199 acres more or less.

BEING the same property conveyed to Stephen M. Maxwell, and wife, Joyce Ann Maxwell, by Warranty Deed from John Clifford Thompson and wife, Rosie Thompson, of record in Book 5638, Page 774, Register's Office for Davidson County, Tennessee. The said Joyce Ann Maxwell died February 27, 2009 and title vested in Stephen M. Maxwell as surviving tenant by the entirety.

This improved commercial property is also known as 611 9th Avenue South, Davidson County, Nashville, Tennessee 37203.

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, successors and assigns, forever; and Grantor covenants with the said Grantees that he is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered except as set forth on the attached Exhibit A; and Grantor does further covenant and bind himself, his heirs and assigns, to warrant and forever defend the title to the said land against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantors have executed this instrument this 28th day of October, 2013.

Stephen M. Maxwell

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

BEFORE me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared STEPHEN M. MAXWELL, the within-named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand, at office this 28th day of October, 2013.

JOHN T. COOK STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY

Notary Public
My Commission Expires: 2/13/17

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

The actual consideration or value, whichever is greater, for this transfer is $600,000.00.

Affiant

Subscribed and sworn to before me this
28th day of October, 2013.

Notary Public
My Commission Expires: 2/13/17

JOHN T. COOK
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

EXHIBIT A
Permitted Encumbrances

1. Taxes for the year 2014 and subsequent years, a lien not yet due and payable. Grantee hereby assumes all responsibility for 2014, and all subsequent years' real property taxes.

2. All matters shown on the Plan of Record in Book 4350, Page 39, Register's Office for Davidson County, Tennessee.

3. Restrictive Covenants and Agreements contained in the Deed in Book 4383, Page 312, Register's Office for Davidson County, Tennessee.

4. Restrictive Covenants for the Edgehill Urban Renewal Project in Book 4220, Page, 723, and Book 6236, Page 263, Register's Office for Davidson County, Tennessee.

5. Restrictive Covenants for the Arts Center Redevelopment Plan in Book 10965, Page 404, Book 11625, Page 252, and recorded in Instrument No. 20020715-0084598, Register's Office for Davidson County, Tennessee.

6. Matters shown on the ALTA/ACSM survey prepared by Cherry Land Surveying, Inc., R. Scot Cherry, Tennessee R.L.S. No. 1512, dated September 23, 2013, Job #13161.