WARRANTY DEED

STATE OF TENNESSEE
COUNTY OF ~~DAVIDSON~~ Williamson

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $119,500.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 24th DAY OF MARCH, 2014.

Notary Public

MY COMMISSION EXPIRES: 03-07-17
(AFFIX SEAL)

GEORGETTE R. KENNEDY
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

B-RL-14-962

BILL GARRETT, Davidson County
Trans:T20140020573 DEEDWARR
Recvd: 03/27/14 13:03 3 pgs
Fees:18.00 Taxes:442.15
20140327-0025342

THIS INSTRUMENT WAS PREPARED BY
Rudy Title and Escrow, LLC
2012 21st Avenue South
Nashville, TN 37212

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	
David Catterton and Charles M. Catterton	**New owner**	
(NAME)	(NAME)	**082140A10100CO**
962 1st Avenue North		
(ADDRESS)	(ADDRESS)	
Nashville, TN 37201		
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

For and in consideration of the sum of TEN DOLLARS, cash in hand, paid hereinafter named Grantee(s), and other good and valuable considerations, the receipt of which is hereby acknowledged, I/we **COBY S. FUTCH, UNMARRIED,** hereinafter called the Grantor(s), have bargained and sold, and by these presents do transfer and convey unto **DAVID CATTERTON, AN UNMARRIED MAN AND CHARLES M. CATTERTON, A MARRIED MAN** hereinafter called the Grantee(s), their heirs and assigns, that certain tract or parcel of land in **DAVIDSON** COUNTY, STATE OF **TENNESSEE**, described as follows, to wit:

A certain condominium located in Davidson County, Tennessee, being Unit No. 962 of Riverfront Condominiums, a Condominium Development established pursuant to the provision of the Tennessee Horizontal Property Act as the same is set out in Section 66-27-101, et seq. of the Tennessee Code Annotated, under the Master Deed establishing Riverfront Condominiums of record in Instrument Number 20051221-0153160, as amended in Instrument No. 20051228-0155671 and further amended in Instrument No. 200605180058640, in the Register's Office for Davidson County, Tennessee, and subject to the provisions and requirements thereof, and the By-Laws for the administration thereof, and all easements, rights, and interest in favor of other unit owners, and all sewer, water, electrical, telephone, and other utility easements now or hereafter established over, through, or upon the land embracing the regime and buildings thereof; said Unit being depicted on Exhibit "E" to said Master Deed; together with a percentage interest in the common elements and voting percentage as set forth in said Master Deed.

Being the same property conveyed to Coby S. Futch, an unmarried man by Quitclaim Deed from Joseph Matthew Staggs, an unmarried man of record at Instrument No. 20070816-0098011, Register's Office for Davidson County, Tennessee, dated August 08, 2007 and recorded on August 16, 2007.

This conveyance is subject to:
- Taxes for the year 2014 a lien, not yet due and payable.
- The premises herein insured is a condominium apartment established pursuant to the provisions of the Tennessee Horizontal Property Act as the same is set out in Section 66- 27-101, et seq., of the Tennessee Code Annotated, and is subject to the provisions and requirements thereof and is subject to the By-Laws for the administration thereof; also subject to the easements, rights and interest in favor of other unit owners, and all sewer, water, electrical, telephone, and other utility easements now or hereafter established over, through, or upon the land embracing the regime and buildings thereon; and also including without limitations, all conditions, covenants, restrictions, options, burdens, assessments and other undertakings contained in the Master Deed establishing a Horizontal Property Regime of Riverfront Condominiums of record in Instrument No. 20051221-0153160, First Amendment to Master Deed of record in Instrument No. 20051228-0155671 and Second Amendment to Master Deed of record in Instrument No. 20060518-0058640, Register's Office for Davidson County, Tennessee.
- Amendment to By-Laws of Riverfront Condominium Owner's Association, Inc. of record in Instrument No. 20090109-0002382, in the Register's Office for Davidson County, Tennessee.
- Charter of Riverfront Condominium Owners' Association, Inc. of record in Instrument No. 20051216-0151344, in the Register's Office for Davidson County, Tennessee.
- Quitclaim Deed for common areas and open space to Riverfront Condominium Owners' Association, Inc. of record in Instrument No. 20061229-0161139, in the Register's Office for Davidson County, Tennessee.
- Agreement for Dedication of Easement of record in Book 7228, Page 400, Register's Office for Davidson County, Tennessee.
- Easement granted to USA by Phillip Kerrigan, Jr. and wife, being two in number, in connection with Cheatham Lock and Dam Project on Cumberland River being known as Tracts M-1321-E and M-1359-E, of

record in Book 2303, Page 437, Register's Office for Davidson County, Tennessee.
• Easement for Lick Branch Sewer and Easement for East Nashville Interceptor Sewer for the City's sewage disposal system and plant, as reserved in deed from City of Nashville to Alfred T. Levine, Trustee, of record in Book 2098, Page 166, Register's Office for Davidson County, Tennessee.
• Agreement between City of Nashville and Phillip Kerrigan, Jr., as shown by decree of record in Minute Book 55, Page 468, of the Third Circuit Court in connection with 72" internal diameter tunnell, Lick Branch outfall sewer, interceptor sewers and structures.
• Easement granted to USA by Nashville Gas Company of record in Book 2199, Page 537, Register's Office for Davidson County, Tennessee, in connection with Cheatham Lock and Dam Project on Cumberland River known as Tract No. M-1322-E.
• Easement for Sanitary Sewers and/or Storm Drainage of record in Book 11112, Page 881, Register's Office for Davidson County, Tennessee.
• Memorandum of Lease with Web Service Company, Inc., of record in Book 11233, Page 522, Register's Office for Davidson County, Tennessee.
• Subordination and Non-disturbance agreement of record in Book 11405, Page 552, in the Register's Office for Davidson County, Tennessee.
• All matters shown on the survey by William C. Cockrill, RLS No. 1401, dated March 9. 1999.
• Rights and easements of adjoining landowners in and to any party wall(s) located on the insured parcel.
• Subject to rights of others in and to the common areas and/or elements.
• Any and all existing easements and restrictions as shown of record not stated herein

This is **improved** property known as: **962 1st Avenue North, Nashville, Tennessee 37201**.

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(S), their heirs and assigns forever; and we do covenant with the said GRANTEE(S) that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEE(S), 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/our hand(s) this the 24th DAY OF MARCH, 2014.

Coby S. Futch

STATE OF Tennessee
COUNTY OF Williamson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, COBY S. FUTCH, 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/she/they executed the within instrument for the purposes therein contained.

Witness my hand and official seal, this the 24th of March, 2014.

Notary Public
My Commission Expires:
(SEAL)

C. LOY CARNEY
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON
My Commission Expires August 23, 2016

RETURN TO:
Rudy Title and Escrow, LLC
2012 21st Avenue South
Nashville, TN 37212