WARRANTY DEED

BILL GARRETT, Davidson County
Trans:T20150033188 DEEDWARR
Recvd: 05/01/15 09:15 3 pgs
Fees:18.00 Taxes:2660.30
20150501-0039172

State of Tennessee
County of Davidson

The actual consideration or value, whichever is greater, for this transfer is **$719,000.00**

Affiant

Subscribed and sworn to before me, this the 30 day of April, 2015.

Notary Public

My commission expires: 2/13/17
(AFFIX SEAL)

JOHN T. COOK STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY

THIS INSTRUMENT WAS PREPARED BY
John T. Cook, P.C.
2927 Berry Hill Drive, Nashville, TN 37204-3126

Address of New Owner(s) as follows:	Send Tax Bills To:	Map-Parcel Numbers
Marion A. Quina, III **Marjorie H. Quina**	**Avenue Bank**	**Map 117-13-0 Parcel 028-00**
3922 Skyline Drive	**111 Tenth Avenue South, Suite 200**	
Nashville, TN 37215	**Nashville, TN 37203**	

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE,

Dwight Kaufman and wife, Joan Kaufman

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO

Marion A. Quina, III and Marjorie H. Quina, as to an undivided 76.08% interest as tenants by the entirety (the "Entireties Interest"), and Marion A. Quina, III, as to an undivided 23.92% interest as his sole and separate property (the "Individual Interest"), the Entireties Interest and the Individual Interest, as they relate to each other, being held as tenants in common (see also Acknowledgement and Agreement attached hereto as Exhibit A)

HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

Land in Davidson County, Tennessee, being Lot No. 15, on the Plan of Vailwood Heights, of record in Plat Book 1835, Page 32, Register's Office for Davidson County, Tennessee, to which said plan reference is hereby made for a more complete and accurate legal description thereof.

Being the same property conveyed to Dwight Kaufman and wife, Joan Kaufman, by Deed dated June 30, 2009 from George Douglas King and wife, Lisa King, of record in Instrument No. 20090701-0061197, Register's Office for Davidson County, Tennessee.

This instrument is being executed on behalf of Dwight Kaufman, pursuant to a Power of Attorney executed by same on the _____ day of April, 2015, of record in Instrument No. 20150501-0039171, Register's Office for Davidson County, Tennessee.

Conveyance of the above described parcel of land is subject to the following:
The Plan of record in Book 1835, Page 32, said Register's Office, shows an Owner's Certificate, and is subject to all matters as set forth therein.

For additional terms and conditions of the ownership of the said property by the above named Grantees, see the attached Exhibit A which is incorporated herein by reference.

This is improved (__X__) Unimproved (____) property, known as **3922 Skyline Drive, Nashville, TN 37215**

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 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 GRANTEES, 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 30 day of **April, 2015.**

Dwight Kaufman by Joan Kaufman atty in fact

Dwight Kaufman by Joan Kaufman, Attorney-in-Fact

Joan Kaufman

Joan Kaufman

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public of said County and State, **Joan Kaufman,** the within named seller, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 30 day of **April, 2015.**

Notary Public

My Commission Expires: 2/13/17

JOHN COOK STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY, TENN.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this 30 day of April, 2015, before me personally appeared, the undersigned, a Notary Public in and for the State and County aforesaid, the within named **Joan Kaufman**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the Attorney-in-Fact for **Dwight Kaufman** and that she as such Attorney-in-Fact executed the foregoing instrument on behalf of and as the personal act and deed of the said **Dwight Kaufman**, for the purpose therein contained, by signing the name of **Dwight Kaufman,** by herself as Attorney-in-Fact.

Witness my hand and official seal at Nashville, Tennessee, this 30 day of **April, 2015.**

Notary Public

My Commission Expires: 2/13/17

JOHN COOK STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY, TENN.

Exhibit A

Acknowledgement and Agreement Regarding the Sole and Separate Ownership of a Percentage Interest in the Property by Marion A. Quina, III

The undersigned, Marion A. Quina, III and Marjorie H. Quina, who are married to each other as husband and wife, have entered into this Acknowledgement and Agreement to memorialize certain covenants, agreements and understandings related to the financial circumstances under which they have acquired ownership of the property commonly known as 3922 Skyline Drive, Nashville, TN 37215 and more fully described in the deed to which this Agreement is attached as Exhibit A. The undersigned acknowledge that Marion A. Quina, III (hereinafter "Husband") was a beneficiary of the Estate of Tallulah Dunlap Quina ("Grandmother") who was Husband's Grandmother. The undersigned further acknowledge and agree that all cash, property and assets which Husband inherited from Grandmother (the "Inherited Assets") are intended to remain and be maintained as Husband's sole and separate assets and property, and not as joint or marital property.

The undersigned acknowledge that Husband has contributed cash resources which were derived from the Inherited Assets to be used for a portion of the funding of the acquisition of the Property. The percentage interest which has been allocated to the Husband as his sole and separate property, defined in the deed to which this Agreement is attached as the "Individual Interest", aligns to the percentage of funding which the Husband has supplied from the Inherited Assets as it relates to the total capital required, whether contributed in cash or borrowed funds, to acquire the Property. The Husband declares that it is his intention to keep this investment of Inherited Assets in the Property as his sole and separate property and to disclaim and expressly prohibit any presumption of any gift to his spouse, or any other intention to comingle or jointly share the percentage of the ownership of the Property which is defined as the Individual Interest.

Marjorie H. Quina (hereinafter "Wife") has executed this Acknowledgement and Agreement for the purpose, among other things, of expressing her consent and approval of the separate ownership of the Individual Interest by the Husband. Wife agrees that Husband's contribution of a portion of his Inherited Assets to facilitate the funding of a portion of the Property has provided her with a tangible financial benefit and that Husband would have been unable or unwilling to contribute any portion of the Inherited Assets to the joint acquisition had Wife been unwilling to acknowledge the Husband's sole and separate ownership of the Individual Interest. Wife expressly disclaims any gift or presumption of gift and hereby quitclaims and conveys to the Husband any interest or implied interest in and to the Individual Interest which she may have, in the future have, or by any other reason or operation of law should have, free of any claim of homestead, dower or any other claim or marital interest.

The parties acknowledge that the Property, including all interests in the Property including the Entireties Interest and the Individual Interest will be subject to a purchase money mortgage (the "Mortgage") in favor of the institutional lender who is financing the acquisition by the Husband and Wife of the Entireties Interest in the Property. Notwithstanding the circumstance that the entire Property will be subject to the lien of such Mortgage, the parties agree that upon any sale, liquidation or division of the Property, the entire payoff and satisfaction of the Mortgage shall first be taxed or charged against the Entireties Interest and shall not affect or diminish the allocation of gross proceeds of any such sale, liquidation or division which shall be allocated to Husband for the Individual Interest as a return of Inherited Assets.

Executed this 30th day of April, 2015.

Marion A. Quina, III

Marjorie H. Quina

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Marion A. Quina, III, the bargainor, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 30 day of April, 2015.

Notary Public
My Commission Expires: 2/13/17

JOHN T. COOK STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Marjorie H. Quina, the bargainor, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 30 day of April, 2015.

Notary Public
My Commission Expires: 2/13/17

JOHN T. COOK STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY