BILL GARRETT, Davidson County
Trans:T20160051750 DEEDWARRSP
Recvd: 06/17/16 15:17 5 pgs
Fees:28.00 Taxes:142.45
20160617-0061945

SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into this 6th day of June 2016, by and between Patricia Jane Ashworth, in her capacity of Executor of the Estate of John Wesley Ashworth, Jr., and Patricia Jane Ashworth, as the sole heir of the decedent, John Wesley Ashworth, Jr., parties of the first part, and Rita M. Burgess, unmarried, party of the second part.

WITNESSETH: That for the consideration hereinafter expressed the said parties of the first part have bargained and sold and do hereby bargain, sell, convey and confirm unto the said party of the second part the following described real estate, situated and being in the County of Davidson, State of Tennessee, to-wit:

An undivided Fifty (50%) percent interest in Unit No. 68, as shown on the Site Plan of Kingswood condominiums, of record in book 5200, Page 520, Register's Office for Davidson County, Tennessee, together with the undivided percentage interest in the common elements appurtenant to said unit, as set forth in Exhibit "C" of the Master Deed, as amended, establishing Kingswood Condominiums, of record in book 6058, Page 320, in said Register's Office.

Map and Parcel No.: Map 119-14-A and Parcel 68

BEING THE SAME PROPERTY conveyed to John Wesley Ashworth, Jr., married, as tenants-in-common by Deed from Home Service Corporation, of record in Book 6030, Page 905 - 907, in the Register's Office for Davidson County, Tennessee.

The Grantor herein inherited the above described real property from her deceased husband, John Wesley Ashworth, Jr., under the decedent's Last Will and Testament dated November 12 2014 (the "Will"), which Will was admitted to probate in the Estate of John Wesley Ashworth, Jr., Deceased, Docket No. PR-5320 in the Probate Court of Shelby County, Tennessee (the "Estate Proceeding"). The said John Wesley Ashworth, Jr. died on December 12, 2015. Patricia Jane Ashworth was named as the Executor in the Will and she has been duly qualified as such in the Estate Proceeding. Patricia Jane Ashworth, in her official capacity of Executor of the Estate of John Wesley Ashworth, Jr. Deceased (the "Estate"), hereby joins in this deed for the purpose of releasing any right that the Executor has to recover the real property in the event of a subsequent insolvency of the Estate. A copy of the TennCare release is attached as Exhibit A.

This conveyance is subject to:

1. Real estate taxes for 2016, which have been prorated between Grantors and Grantee and are hereby assumed by Grantee.

2. Limitations and conditions imposed by the "Horizontal Property Act" as set out in Sections 64-2701, et seq. of the Tennessee Code Annotated.

3. Terms, provisions, covenants, conditions and rights established by and contained in the Master Deed and Bylaws for Kingswood, as amended, recorded in Book 6058, Page 320, said Register's Office, including the plat recorded in Book 5200, Page 520, said Register's Office.

4. Restrictive covenants contained in deed from Airdrie Land Company to Alfred I. Roehm, dated July 18, 1932, filed July 25, 1932, of record in Book 909, Page 48, said Register's Office.

5. Restrictive covenants contained in deed from Airdrie Land Company to Alfred I. Roehm and wife, dated April 9, 1934, filed April 26, 1934, and recorded in Book 919, Page 393, said Register's Office.

6. Restrictive covenants contained in deed from Airdrie Land Company to Nashville Trust Company, dated March 5, 1934, filed March 29, 1934, and recorded in Book 28, Page 752, as amended by instrument dated February 17, 1937, filed February 24, 1937, and recorded in Book 1001, Page 539, said Register's Office.

7. Restrictive covenants contained in deed from Nashville Trust Company to F. T. Read and wife, dated September 5, 1934, filed September 8, 1934, and recorded in Book 946, Page 252, said Register's Office.

8. Restrictive covenants contained in deed from Nashville Trust Company to W. R. Richards, dated September 4, 1934, filed September 11, 1934, and recorded in Book 919, Page 628, said Register's Office, which are the same as in Book 946, Page 252, said Register 's Office.

9. Restrictive covenants contained in deed from Alfred I. Roehm and wife, to Arthur Crownover, Jr., dated March 2 6, 1948, filed April 7, 1948, and recorded in Book 1579, Page 387, said Register's Office.

10. Restrictive covenants contained in deed from Arthur Crownover, Jr., and wife, to Alf red I. Roehm and wife, dated March 26, 1948, filed April 12, 1948, and recorded in Book 1581, Page 55, said Register's Office, which are the same as in Book 1579, Page 387, said Register's Office.

11. The Plan of record in Book 5200, Page 233, said Register's Office, as corrected by Surveyors Certificate of Correction, of record in Book 5565, Page 424, said Register's Office, shows an Owner's Certificate, certain public utility and sewer easements, to which plat reference is here made for the location and dimensions.

12. Easements for sanitary sewers and/or storm drainage granted Metropolitan Government of Nashville and Davidson County, Tennessee, by Nashville Boy's Club, Inc., across premises, as set out in Book 3645, Page 9; Book 3822, Page 25; Book 4259, Page 977; and Book 4260, Page 332, said Register's Office.

13. Any lien or other obligation to pay assessments for prorated expenses of administration and of maintenance and repair of the common elements, general and limited, of the building and any other expenses lawfully agreed upon and to pay the proportionate cost whenever it shall be proper to proceed with reconstruction of the building in case of fire or other disaster and where the insurance indemnity is insufficient to cover the cost of such reconstruction as set out in said Master Deed, as amended, of record in Book 6058, Page 320, said Register's Office.

TO HAVE AND TO HOLD The aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, her heirs and assigns in fee simple forever.

And that the title and quiet possession thereto they will warrant and forever defend against the lawful claims of all persons claiming by and through of under them, but not further or otherwise.

And the Grantors do covenant with the said Grantee that they 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 above.

THE CONSIDERATION for this conveyance is as follows: Ten ($10.00) Dollars cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged.

THIS PROPERTY IS BEING CONVEYED WITHOUT THE BENEFIT OF A SURVEY OR A TITLE SEARCH.

WITNESS the signatures of the said parties of the first part the day and year first above written.

Patricia Jane Ashworth, Executor of the
Estate John Wesley Ashworth, Jr.,
Deceased

Patricia Jane Ashworth

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public of the State and County aforesaid, personally appeared Patricia Jane Ashworth. Executor of the Estate of John Wesley Ashworth, Jr. with whom I am personally acquainted, and who, upon oath, acknowledged to be the person within named and that she executed the foregoing instrument for the purpose contained therein.

Witness my hand and seal this 6th day of June, 2016.

Notary Public

My Commission Expires: 12-15-2018

BERNIE J. BROWN, JR. STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF SHELBY

STATE OF TENNESSEE
COUNTY OF SHELBY

Notary Public of said State and County, aforesaid, personally appeared Patricia Jane Ashworth, the within named bargainor, with whom I am personally acquainted (proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

Notary Public

My Commission Expires: 12-15-2018

BERNIE J. BROWN, JR. STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF SHELBY

STATE OF TENNESSEE
COUNTY OF SHELBY

I, or we, hereby swear or affirm that to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $38,500.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this the 6th day of June, 2016.

Notary Public

My Commission Expires: 12-15-2018

BERNIE J. BROWN, JR. STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF SHELBY

(SPACE BELOW THIS LINE FOR STATISTICAL AND RECORDING DATA ONLY)

PROPERTY ADDRESS:
Apartment 68
Kingswood Condominiums
2929 Selena Drive
Nashville, Tennessee 37211

NAME AND ADDRESS OF PROPERTY OWNER:
Rita M. Burgess
2230 East Glenalden Drive
Germantown, Tennessee 38139

MAIL TAX NOTICES TO:
Rita M. Burgess
2230 East Glenalden Drive
Germantown, Tennessee 38139

PREPARED BY AND RETURN TO:
Bernie J. Brown, Jr., Attorney at Law
The Winchester law Firm
6060 Poplar Avenue, Suite 295
Memphis, Tennessee 38119
Tel: (901) 685-9222
Fax: (901) 685-9260
Direct email: bbrown@winchesterlawfirm.com

EXHIBIT "A"

State of Tennessee
Department of Finance and Administration
Bureau of TennCare
Third Party Liability Division
310 Great Circle Road, 4th Floor
Nashville, Tennessee 37243
Toll Free: 866-389-8444 • FAX: 615-413-1941

Bill Haslam
Governor

Mark A. Emkes
Commissioner

2/18/2016

JOHN MURRAH
LEGAL COUNSEL
1000 RIDGEWAY LOOP RD, STE 200
MEMPHIS, TN 38120

RE: JOHN ASHWORH, JR.
Last Four Of SSN 3883

Dear JOHN MURRAH:

This letter constitutes notification of the release of the State of Tennessee's Bureau of TennCare against the above estate for the marked reason:

X This serves as a release of the Bureau of TennCare's interest in recovery from the above referenced estate as required by T.C.A. §71-5-116(c) (2). Based on a review of the information provided on the Request for Release of Estate Recovery Cost Claim form, we do not find long term TennCare benefits paid by the State of Tennessee on behalf of this individual.

____ This release is based upon the surviving spouse deferral, which meets the criteria defined in T.C.A. §71-5-116(c). The State of Tennessee does reserve the right to file a claim for long term care/nursing home services against the estate of the surviving spouse upon the death of the surviving spouse.

____ This release is based upon the decedents age exception, which meets the criteria defined in T.C.A. §71-5-116(c). The State of Tennessee recovers payments made only on behalf of individuals fifty-five years of age or older.

If there are questions, you may contact the Estate Recovery Unit at (866) 389-8444.

Sincerely,

Tangela J. Howard