BILL GARRETT, Davidson County
Trans:T20170078033 DEEDWARR
Recvd: 09/06/17 12:48 4 pgs
Fees:23.00 Taxes:1243.20
20170906-0091653

PREPARED BY:
HUDSON, REED & MCCREARY, PLLC
16 PUBLIC SQUARE NORTH
MURFREESBORO, TENNESSEE 37130
(615) 893-5522

NAME AND ADDRESS OF NEW OWNER:
JIMMY E. SMITH
275 GENE VAUGHN RD.
SMITHVILLE, TN 37166

SEND TAX BILLS TO:
NEW OWNER

PART OF:
Map/Parcel
11802029500

**WARRANTY DEED**

STATE OF TENNESSEE
COUNTY OF DAVIDSON

FOR AND IN THE CONSIDERATION OF TEN AND NO/100 DOLLARS ($10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, **Eighth South, LLC** ("Grantor"), a Tennessee limited liability company, has this day bargained and sold and does hereby transfer and convey unto **Jimmy E. Smith and wife Jacqueline T. Smith, as tenants by the entireties** ("Grantees"), their heirs and assigns, forever, the following described real estate situated in Davidson County, Tennessee, to-wit:

> Land in Davidson County, Tennessee, being Unit 504, Eighth South Residences, a Residential Condominium described in the Master Declaration for Eighth South Residences, a Residential Condominium of record in Instrument No. 20170619-0061466 of the Register's Office of Davidson County, Tennessee which is a sub unit of the Eighth South Mixed-Use Condominium established by Master Deed of Eighth South Mixed-Use Condominium recorded in Instrument No. 20170619-0061465 of the Register's Office of Davidson County, Tennessee, to which reference is hereby made together with the limited common elements assigned to said Unit and the undivided interest in the common elements of the Eighth South Residences and Eighth South Mixed-Use Condominium as stated in said Master Declarations. The easements, restrictive covenants, conditions and regulations imposed

upon and relating to the units at Eighth South Residences and

Eighth South Mixed-use Condominium, the property, co-owners and tenants, the plat filed as Exhibit "B" to said Master Declaration, said Register's Office, are incorporated herein by reference and made a part of the same as if copied verbatim herein for a more complete identification and description of said Unit.

Being part of the same property conveyed to Eighth South, LLC, a Tennessee limited liability company, by Special Warranty Deed dated, September 3, 2014, of record in Instrument No. 20140904-0080996, and by Quitclaim Deed of record in Instrument No. 20140904-0080997, Register's Office for Davidson County, Tennessee.

Subject to all matters of plat of record in Instrument No. 20151007-0102052; Declaration of Covenants, Conditions & Restrictions for Broadstone Eight, of record in Instrument No. 20151021-0107308; Easement Agreement of record in Instrument No. 20160926-0101241; Development and Access Easement Agreement of record in Instrument No. 20151021-0107312; Reciprocal Easement Agreement Relating to Parking Garages, of record in Instrument No. 20151021-0107311; Agreement for Declaration of Easement for Sanitary Sewers and/or Storm Drainage Water Mains, Pumps and Appurtenances, to the Metropolitan Government of Nashville, of record in Instrument No. 20150730-0075029; Master Declaration for Eighth South Mixed-Use Condominium, of record in Instrument No. 20170619-0061465; Master Declaration for Eighth South Residences, a Residential Condominium, of record in Instrument No. 20170619-0061466; Notice of Completion filed August 11, 2017, of record in Instrument No. 20170811-0082480; Notice of Completion filed August 16, 2017, of record in Instrument No. 20170816-0083824; Charter of Eighth South Mixed Use Condominium Association, Inc. of record in Instrument No. 20170816-0084240; Charter of Eighth South Residences Condominium Association, Inc., of record in Instrument No. 20170816-0084241, Register's Office of Davidson County, Tennessee.

This conveyance is subject to any and all, recorded and unrecorded, zoning regulation, building restrictions and setback lines, easements and rights of way for public utilities.

The undersigned covenants with the said Grantee that it is lawfully seized and possessed of said real estate; that it has a good and lawful right to convey the same; and that the same is unencumbered except as provided above and for the 2017 property taxes which have been prorated between the parties.

The undersigned further covenants and binds its successors and assigns, to forever warrant and defend the title to the said real estate unto the said Grantees, their heirs and assigns, against the lawful claims of all persons, whomsoever.

Possession of said real estate is to be given by the Grantor to the Grantees upon delivery of this Deed.

WITNESS MY HAND on this the 28 day of AUGUST, 2017.

"GRANTOR"

EIGHTH SOUTH, LLC

By: _____

Robert L. Kirby, Chief Manager

STATE OF TENNESSEE
COUNTY OF RUTHERFORD

Before me, the undersigned authority of the State and County aforesaid, personally appeared Robert L. Kirby, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence and who, upon oath, acknowledged himself to be Chief Manager of Eighth South, LLC, the within named bargainor, a limited liability company, and that he as such authorized Chief Manager, with the authority to do so, executed the within Warranty Deed for the purposes therein contained by signing the name of the limited liability company as such authorized Chief Manager.

WITNESS MY HAND and official seal on this the 28 day of AUGUST, 2017.

NOTARY PUBLIC

My commission expires: 5-19-19

STATE OF TENNESSEE
COUNTY OF RUTHERFORD

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $336,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

AFFIANT

Sworn to and subscribed before me, this the 28 day of AUGUST, 2017.

NOTARY PUBLIC

My commission expires: 8/18/18