Bill Garrett Davidson County
Batch# 8824 DEEDWARR
10/05/2017 10:27:45 AM 2 pgs
Fees: $13.00 Taxes: $222.00
20171005-0102320

This instrument prepared by ~~& return to:~~ Providence Title, LLC
25 Century Blvd, Suite 402
Nashville, TN 37214

Return to:
Rudy Title and Escrow, LLC
2012 21st Avenue South
Nashville, TN 37212
FILE #: B-RE-17-2611-H

WARRANTY DEED

THIS INDENTURE made and entered into this 29th day of September, 2017, by and between Jeffrey S McMillan, a single person, party of the first part, and E3 Construction Services, LLC, a Tennessee Limited Liability Company, party of the second part.

WITNESS: That for and in consideration of ten and no/100 Dollars ($10.00) cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, said party of the first part has bargained and sold and does hereby bargain, sell, convey, and confirm unto said party of the second part the following described real estate, situated and being in the County of Davidson, State of Tennessee, to wit:

Being Lot No. 114 on the Map of Heffernan Place Subdivision, as of record in Book 161, Page 138, Register's Office for said County.

Said Lot No. 114 fronts 50 feet on the south side of Alameda Street or Avenue and runs back between parallel lines 140 feet to an alley.

INCLUDED in the above description but EXPRESSLY EXCLUDED THEREFROM are certain tracts or parcels of land conveyed to the State of Tennessee for the use and benefit of the Department of Highways by Warranty Deed from Cleo D. Moore, dated July 17, 1967, recorded July 18, 1967 in Book 4152, Page 907-908, Register's Office for Davidson County, Tennessee and described as follows:

Being a part of Lot No. 114 on the Map of Heffernan Place Subdivision, as of record in Book 161, Page 138, R.O.D.C., Tennessee.

Parcel No. 1:
BEGINNING at a point in the southerly margin of Alameda Street, said point being the common corner between Lots 114 and 115 on the Heffernan Place Subdivision, as of record in Book 161, Page 138, R.O.D.C; thence with the southerly margin of Alameda Street and the northerly boundary line of said Lot 114, N 82 degrees 14 minutes 33 seconds E 41.15 feet to a point; thence S 29 degrees 13 minutes 42 seconds W 66.96 feet to a point in the common line between said Lots 114 and 115; thence with the common line between said Lots 114 and 115 N 8 degrees 40 minutes 45 seconds W 53.50 feet to the point of BEGINNING, containing 1,101 square feet more or less.

Said above described land is conveyed in fee simple. It is to be used for the construction of a controlled access highway and all right of ingress or egress to and from and across the same to and from abutting lands is hereby conveyed.

Parcel No. II:
BEGINNING at a point in the southerly margin of Alameda Street, said point being the common corner between Lots 113 and 114 on the Heffernan Place Subdivision, as of record in Book 161, Page 138, Register's Office for Davidson County, Tennessee; thence with the common line between said Lots 113 and 114, S 8 degrees 40 minutes 45 seconds E, 9.99 feet to a point; thence S. 29 degrees 13 minutes 43 seconds W 81.37 feet to a point in the common line between lots 114 and 115 in the aforesaid subdivision; thence with the common line between said Lots 114 and 115, N 8 degrees 40 minutes 45 seconds W 21.50 feet to a point; thence with and binding on the Control of Access taking previously described, N 29 degrees 13 minutes 43 seconds E 66.96 feet to a point in the southerly margin of Alameda Street; thence with the southerly margin of Alameda Street and the northerly boundary of said Lot 114, N 82 degrees 14 minutes 33 seconds E 8.85 feet to the point of BEGINNING, containing 1,024 square feet more or less and is conveyed in fee simple.

Parcel No. II is conveyed in fee simple, however, the Grantors herein will have access to it.

It is further understood and agreed that the said Highway Department for the State of Tennessee or its agents or assigns is specifically given the right to enter upon the remaining land of grantor herein and remove any improvements and/or part of improvements which are situated both on the land being conveyed to the Highway Department as ROW and the remaining property of said land-owner/grantor herein, and the consideration herein recited includes payment in full for such improvements.

Being all or part of the same property conveyed to Jeffrey S. McMillan, a single person by virtue of that certain Quit Claim Deed dated September 7, 2011, and being of record at Instrument No. 20110912-0070642 in the Register's Office of Davidson County, Tennessee.

Being a part of the same property previously conveyed to Cleo D. Moore by Warranty Deed from I.L. Moore, Jr., Ida Moore Jackson, Theresa Moore Dewberry and Helena Moore, dated October 30, 1948, recorded November 15, 1948 in Deed Book 1645, Page 541-542, Register's Office for Davidson County, Tennessee. Being also the same property devised to Ida M. Jackson, Helena D. Hudgins and Teresa M. Dewberry in equal shares by Last Will and Testament of Cleo DuPont Moore, also known as Cleo D. Moore, recorded in Book 6929, Pages 514-516, Register's Office for Davidson County, Tennessee. Also see Affidavit as to Small Estate filed in Book 6523, Page

646-653, Register's Office for Davidson County to list the debs and assets of the decedents Cleo DuPont Moore and to establish the deaths of two of the devisees, namely: Ida M.. Jackson who died May 21, 1983 and Teresa M. Dewberry who died May 10, 1984, thereby leaving as the only heir and devisee in the Last Will and Testament of the deceased Cleo DuPont Moore, also known as Cleo D. Moore as Helena D. Hudgins. Also see Affidavit of Heirship dated July 25, 1985 filed July 25, 1986 in Book 6929, Page 513 to establish the only living heir of Cleo DuPont Moore, as Helena D. Hudgins.

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 I do covenant with the said GRANTEE(S) that I am lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, except for year 2017 Davidson County real property taxes, being a lien not yet due and payable, subject to Restrictions of record at Book 4152, Page 907, and Easement of record at Book 4152, Page 905; and I do further covenant and bind myself, my 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.

The word "party" as used herein shall mean "parties" if it refers to more than one person or entity, and pronouns shall be construed according to their proper gender and number according to the context hereof.

WITNESS the signature of the party of the first part the day and year first above written.

Jeffrey S McMillan

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me a Notary Public in and for said State and County, duly commissioned and qualified, Jeffrey S McMillan, with whom I am personally acquainted, or proved to me to be on the basis of satisfactory proof, and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at office this 29th day of September, 2017.

Notary Public
My Commission Expires: 9/10/18

ASHLEE D. PAGE STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

Property Owner & Address:	E3 Construction Services, LLC, a Tennessee Limited Liability Company 667 Wedgewood Avenue Suite C Nashville, TN 37203
Tax Parcel No	09202019400
Property Address:	2611 Alameda St. Nashville, TN 37208
MAIL TAX BILLS TO:	Owner at Owner's Address

STATE OF Tennessee
COUNTY OF Davidson

I, or we, hereby swear or affirm that to the best of Affiant's knowledge, information and belief the actual consideration for this transfer of value of the property transferred, whichever is greater is $60,000.00 which amount is equal to or greater than the amount which the property would command at a fair and voluntary sale.

AFFIANT

SUBSCRIBED AND SWORN TO before me this 29th day of September, 2017.

Notary Public

My Commission Expires: 7/6/20

DANA DELWORTH NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY My Commission Expires 07-06-2020