STATE OF Tennessee
COUNTY OF Shelby

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $181,000.00.

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 21st DAY OF ~~January~~ February, 2018.

Notary Public
MY COMMISSION EXPIRES: Sept. 16, 2018
File No. G18-0786D

LINDA A. GRAY
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF SHELBY
MY COMM. EXP. SEPT. 16, 2018

RETURN TO
Realty Title
6525 N. Quail Hollow Rd #115
Memphis, TN 38120
(901) 280-4055
RT File No. 18110010
TG File No. 6754993
Tribeca No. 271888

Bill Garrett Davidson County
Batch# 56465 **DEEDWARR**
02/08/2018 10:58:37 AM 2 pgs
Fees: $13.00 Taxes: $669.70

20180208-0012780

WARRANTY DEED

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBER
Property Owner 5, LLC, a Delaware Limited Liability Company (NAME)	Property Owner 5, LLC, a Delaware Limited Liability Company (NAME)	150-14-0A-077.00-CO
P.O. 4090 (STREET ADDRESS)	P.O. Box 4090 (STREET ADDRESS)	
Scottsdale, AZ 85261 (CITY) (STATE) (ZIP)	Scottsdale, AZ 85261 (CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBYACKNOWLEDGED, WE, **James Penc, unmarried**, HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO **Property Owner 5, LLC, a Delaware Limited Liability Company**, 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. 77 on the plan of CALUMET, PHASE 5, as shown by plat of record in Plat Book 9700, Page 383, in the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.

BEING the same property conveyed to James Penc, an unmarried man from James Penc, an unmarried man and John Penc, a married man, by Quit Claim Deed dated February 22, 2008, as Instrument No. 20080808-0081975, in the Register's Office for Davidson County, Tennessee.

Subject to any and all plats, easements, restrictions, and other matters of record, including, but not limited to, the following:

1. This is a Planned Housing Development and is subject to Homeowner's dues and liens for assessment thereof.

2. Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, and limitations on title set forth in restrictions recorded in Book 7566, page 664, and in any allied instrument(s) referred to in said restrictions.

3. Subject to building restriction lines, easements, rights of way, notes, terms, conditions, restrictions and other criteria as shown on the Plat(s) recorded in Plat Book 9700, page 383, Register's Office for Davidson County, Tennessee.

4. Stormwater Detention Agreement as recorded in Book 7538, page 676, Register's Office for Davidson County, Tennessee.

5. Conveyance to Metro for sanitary sewers as recorded in Book 797, page 469, Register's Office for Davidson County, Tennessee.

6. Conveyance to Metro for water mains as recorded in Book 7797, page 500, Register's Office for Davidson County, Tennessee.

7. Charter of Homeowner's Association of record in Book 7572, page 594, Book 7682, page 564 and Book 11356, page 218, Register's Office for Davidson County, Tennessee.

8. Bylaws of record in Book 7566, page 678 and Book 11356, page 224, Register's Office for Davidson County, Tennessee.

The 2017 taxes have been paid by the Grantor and the current taxes have been prorated between the Grantor and Grantee. All future taxes will be assumed by the Grantee herein.
The above legal description is the same as that contained in the previous deed of record.

This is improved property, known as 109 Shoemaker Drive, Antioch, TN 37013.

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, their heirs and assigns, forever, and we do covenant with 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. Whenever 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 31st day of January, 2018.

James Penc

January 31, 2018
Date

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 James Penc, unmarried, the bargainor(s), 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 31st day of January, 2018.

My Commission Expires:_____

Notary Public

STATE OF TENNESSEE NOTARY PUBLIC SUMNER COUNTY EXPIRES 8-21-18

PREPARED BY AND RETURN TO:

SMITH.SHOLAR.MILLIKEN.PLLC.
P.O. BOX 663
GALLATIN, TN 37066