Prepared by T. Jake Wolaver
Middle Tennessee Law Group, PLLC
809 South Main Street, Suite 100
Columbia, TN 38401

Return to MLJ Escrow & Title, LLC
1616 Westgate Cir
Brentwood, TN 37087

Bill Garrett Davidson County
Batch# 76497 DEEDWARR
04/05/2018 09:43:20 AM 4 pgs
Fees: $23.00 Taxes: $1,065.60
20180405-0031934

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, this indenture entered into between **Marvin R. Sandrell**, a unmarried man, FIRST PARTY, which expression shall include heirs, assigns and personal representatives, and **Paul D. Klotz**, a married man, SECOND PARTY, which expression shall include heirs, assigns and personal representatives.

W I T N E S S E T H:

For the consideration of the sum of TEN DOLLARS ($10.00), and other good and valuable considerations, the receipt of all of which is hereby acknowledged, FIRST PARTY conveys unto SECOND PARTY the following described property:

> A certain condominium apartment in the First Civil District of Nashville, Davidson County, Tennessee, known as Unit No. 1218 of the Horizontal Property Regime of Encore, a Residential Condominium pursuant to Master Deed for Encore, a Residential Condominium of record as Instrument No. 20080225-0018429 and Master Deed for Encore, a Master Condominium of record as Instrument No. 20080225-0018425, Register's Office for Davidson County, Tennessee, to which referenced is made for a more complete description.
>
> Being the same property conveyed to FIRST PARTY herein by deed of record in Instrument No. 20160713-0071947, Register's Office of Davidson County, Tennessee.
>
> Being also known as 301 Demonbreun Street #1218, Nashville, Tennessee 37201
>
> Tax Map ID: 093-06-0A-173.00-CO
>
> Description same as previous deed.
>
> FIRST PARTY warrants that no other individual or entity holds any other interest in the above-described property, whether marital or otherwise. FIRST PARTY further warrants that the above-described property is not and has never been his personal residence.

TO HAVE AND TO HOLD said real estate unto SECOND PARTY together with all rights, title, easements and appurtenances thereunto belonging, forever.

FIRST PARTY COVENANTS with SECOND PARTY that he is lawfully seized and

possessed of said real estate, that FIRST PARTY has a good and lawful right to convey the same, and that it is unencumbered except as follows: current year's property taxes which will be prorated as of the date of this deed and assumed by SECOND PARTY; Subject to all matters shown on the plat of record as Instrument Number 20060411-0041760, Register's Office of Davidson County, Tennessee; all matters shown on the Plan of Encore Residential Condominium attached as Exhibit "C" to Master Deed of record in Instrument No. 20080225-0018429, in the Register's Office for Davidson County, Tennessee; the premises herein insured is a condominium apartment established pursuant the provisions and requirements thereof and is subject to the By-Laws for the administration thereof; also subject to the easements, rights and interest in favor of other unit owners, and all sewer, water, electrical, telephone, and other utility easements now or hereafter established over, through, or upon the land embracing the regime and buildings thereon; and also including without limitations, all conditions, covenants, restrictions, options, burdens, assessments and other undertakings contained in the Master Deed establishing a Horizontal Property Regime of Encore, a Master Condominium of record in Instrument Number 20080225-0018425, amended in Instrument No. 20111104-0086473, Instrument No. 20111215-0097929 and Attorney's Certificate recorded in Instrument No. 20080225-0018426, Register's Office for Davidson County, Tennessee; The premises herein insured is a condominium apartment established pursuant to the provisions of the Tennessee Horizontal Property Act as the same is set out in Section 66-27-101, et seq., of the Tennessee Code Annotated, and is subject to the provisions and requirements thereof and is subject to the By-Laws for the administration thereof; also subject to the easements, rights and interest in favor of other unit owners, and all sewer, water, electrical, telephone, and other utility easements now or hereafter established over, through, or upon the land embracing the regime and buildings thereon; and also including without limitations, all conditions, covenants, restrictions, options, burdens, assessments and other undertakings contained in the Master Deed establishing a Horizontal Property Regime of Encore, a Residential Condominium of record in Instrument Number 20080225-0018429 and Attorney's Certificate recorded in Instrument No. 20080225-0018430 and Amended in Instrument No. 20151203-0122000 and Instrument No. 20170324-0029048, Register's Office for Davidson County, Tennessee; Charter for Encore Master Condominium Association of record in Instrument Number 20080225-0018424, in the Register's Office for Davidson County, Tennessee; Charter for Encore

Residential Condominium Association of record in Instrument Number 20080225-0018428, in the Register's Office for Davidson County, Tennessee; terms and conditions of the Rutledge Hill Redevelopment Plan of record in Book 7084, Page 983, Book 10512, Page 477 and Instrument No. 20060504-0051825, in the Register's Office for Davidson County, Tennessee; restrictions set forth in QuitClaim Deed of record in Instrument Number 20060607-0067537, in the Register's Office for Davidson County, Tennessee; Land Use Restrictions of record in Instrument Number 20091214-0113967, in the Register's Office for Davidson County, Tennessee; Stormwater Quality Agreement of record in Instrument Number 20060406-0039472, in the Register's Office for Davidson County, Tennessee; easement agreement of record in Instrument Number 20120906-0080965, in the Register's Office for Davidson County, Tennessee; rights and easements of adjoining landowners in and to any party wall(s) located on the insured parcel; rights of others in and to the common areas and/or elements; and applicable utility and drainage easements, building setback lines and other matters as shown on recorded plat.

FIRST PARTY FURTHER COVENANTS to forever warrant and defend the title to said real estate unto SECOND PARTY against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, this conveyance has been executed on the 3rd day of April, 2018.

Marvin R. Sandrell

STATE OF TENNESSEE

COUNTY OF MAURY

Personally appeared before me, the undersigned, Marvin R. Sandrell, with whom I am personally acquainted, and who acknowledged under oath that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 3rd day of April, 2018.

My commission expires: _____

Notary Public

JEANIE DAVIS
STATE OF TENNESSEE NOTARY PUBLIC
MAURY COUNTY
My Commission Expires 04-23-2018

STATE OF TENNESSEE - MAURY COUNTY

I hereby affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is $288,000.00.

Affiant

Subscribed and sworn to before me, this ____ day of April, 2018.

TISHA C. BALDWIN
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 1-8-19

Notary Public

My commission expires:
1-8-19

NEW PROPERTY OWNERS:

Paul D. Klotz
748 China Chapel Road
Copper Canyon, TX
75077

PERSON(S) RESPONSIBLE FOR TAXES:

DAS Acquisition Company
12140 Woodcrest Executive Dr.
S-150
St. Louis, MO 63141

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