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# WARRANTY DEED

Bill Garrett Davidson County
Batch# 107665 **DEEDWARR**
06/25/2018 08:13:00 AM 4 pgs
Fees: $23.00 Taxes: $758.50

20180625-0060690

State of Tennessee
County of Davidson

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $205,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 22ND DAY OF JUNE, 2018.

Notary Public

MY COMMISSION EXPIRES: May 03, 3021

(AFFIX SEAL)

J. DYKE TATUM STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TN

**THIS INSTRUMENT WAS PREPARED BY**
Esquire Title & Escrow, Inc., 30 Burton Hills Boulevard, Suite 200, Nashville, TN 37215

| ADDRESS NEW OWNER(S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP PARCEL NUMBERS |
|---|---|---|
| Kenneth Premo | Kenneth Premo | 09101004600 |
| (NAME) | (NAME) | |
| 4909 Tyne Valley Blvd. | 4909 Tyne Valley Blvd. | |
| (ADDRESS) | (ADDRESS) | |
| Nashville, TN 37220 | Nashville, TN 37220 | |
| (CITY) (STATE) (ZIP) | (CITY) (STATE) (ZIP) | |

For and in consideration of the sum of Ten Dollars ($10.00), cash in hand paid by the hereinafter named GRANTEES, and other good and valuable considerations, the receipt of which is hereby acknowledged, I, **Barnsdale J. Carter Jr.,** hereinafter called the GRANTORS, have bargained and sold, and by these presents do transfer and convey unto **Kenneth Premo, a married man,** 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:

Being Lot No. 3 on the Plan of Brownlee, of record in Book 2663, Page 88, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete and accurate description.

Said Lot No. 3 fronts 49 feet on the southwest margin of Louisiana Avenue and extends bank between parallel lines 150 feet to an alley.

Being the same property conveyed to Barnsdale Carter Jr., by deed dated May 14, 2018 from Cindy Rena Anderson, unmarried of record in Instrument No. 20180518-0047824, Register's Office for Davidson County, Tennessee. Being the same property conveyed to Cindy Rena Anderson by deed dated July 5, 2011 from Frank W. Jenkins and Betty Jenkins of record in Instrument No 20110707-0052178, Register's Office for Davidson County, Tennessee.

The contract recorded in Instrument No. 20180222-0017124 was assigned to the within named seller as evidenced by the attached Exhibit "A".

unimproved ☐

This is improved ☑ property, known as 6121 Louisiana Avenue, Nashville, TN 37209
(House Number) (Street) (P.O. Address) (City or Town) (Postal Zip)

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. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

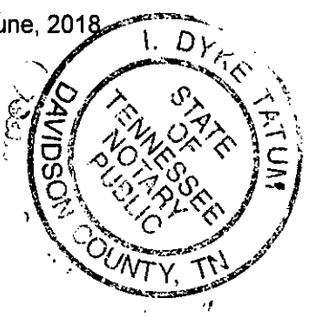
Witness my/our hands this 22nd day of June, 2018.

Barnsdale J. Carter Jr.

State of Tennessee
County of Davidson

On this 22nd day of June, 2018, before me, a Notary Public, within and for the State and County aforesaid, personally appeared Barnsdale J. Carter Jr., the within named bargainor with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument and that he executed the within instrument for the purposes therein contained as his free act and deed.

Witness my hand and official seal this 22nd day of June, 2018.




Notary Public I. Dyke Tatum
My Commission Expires: May 03, 3021

File No.: 18-Premo

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Exhibit "A"

## PATRICK GRACE GROUP, INC
### ASSIGNMENT OF CONTRACT

This agreement is made between Patrick Grace Group, Inc. hereafter known as the Assignor and Brigette Cortez hereafter known as the Assignee. For property located at: 8121 Louisiana Ave, Nashville, TN APNs: 091-01-0-046 WHEREAS, Assignor entered into Real Estate Purchase Contract with Cindy Rena Anderson for the subject property. WHEREAS, Assignor wishes to assign its rights and interest in the Real Estate Purchase Contract.

*It is hereby agreed between Assignor and Assignee as follows:*

1. The Assignee shall pay Assignor an Assignment fee in the amount of $5,000.00 U.S. payable at closing of transaction between Assignee and Seller.
1. Assignor and Assignee agree to utilize the services of the closing agent designated by the Assignor
2. Buyer must close on transaction on or before May 4, 2018
3. Assignee shall deposit $5,000.00 by 6 p.m. 2/14/2018 with designated closing agent.
4. Assignor has negotiated a purchase price on the Subject Property of $170,000.00 Adding the assignment fee of $5,000.00, the Assignee's total purchase price is $175,000.00.
6. This assignment and/or Real Estate Purchase Contract may not be further assigned by the assignee without the consent of the assignor.
7. Assignee accepts all terms and conditions of the contract for Sale and Purchase between Assignor and Seller in its entirety.
8. This assignment is contingent on seller providing clear and marketable title to Assignee prior to the closing date. In the event that clear and marketable title cannot be obtained, Assignee shall be released from this assignment.
9. Assignee acknowledges receipt of legible copies of the original contract for sale and purchase, in its entirety including all addendums associated with this transaction.
10. Assignee acknowledges that the property will be delivered without tenants in possession.
11. In the event that assignee fails to close this transaction or is in default of this agreement, the assignor shall have the right to terminate this assignment of contract and declare the assignee in default, wherein, assignor shall (a) retain the sum of $5,000.00 as liquidated damages and (b) all right, title, and interest pursuant to the Real Estate Purchase Contract shall automatically revert to the assignor without notice.
12. Assignor retains the right to renegotiate the price on original contract with seller at any time up to the closing date. At closing, the newly reduced price will be reflected on settlement statement. The assignor's assignment fee shall be increased by the amount of the price reduction. Assignee's total purchase price shall remain the same.
13. Disclosures and acknowledgements:
    a. Seller sells property as-is with no warranty of property conditions. Assignor makes no representation to buyer, or his agents, as to the condition of the subject property. ASSIGNEE acknowledges and agrees that he or she is purchasing the property on an "as-is" basis and based on his or her own inspection, investigation, and evaluation thereof. ASSIGNEE is not relying upon any representations of ASSIGNOR, SELLER or SELLER'S agent(s) to investigate and report on the condition of the property. Initial BC ____

**PATRICK GRACE GROUP, INC**
**ASSIGNMENT OF CONTRACT**

b. Examples of matters as to which SELLER disclaims all warranties, representations, or guarantees (expressed, implied, or statutory, written or oral) are: including, but not limited to, roof, plumbing, electrical, appliances, sewer, soil conditions, foundation, heating, air conditioning, structural, and pool related equipment, if applicable.

c. ASSIGNOR, SELLER and/or SELLER'S agent do not warrant that the property meets any current City, County, State or Federal building codes, as well as the presence of any and all outstanding or pending violations against the property. ASSIGNEE assumes all responsibility to perform any inspection, investigation, and evaluation thereof, prior to the signing of this Agreement.

d. ASSIGNOR and affiliated associates make no warranty, expressed or implied, regarding inspection reports or other reports provided to ASSIGNEE by ASSIGNOR or third parties concerning this property. ASSIGNEE is advised to independently verify the accuracy of all information contained in reports regarding this property.

e. ASSIGNEE acknowledges they are conducting a transaction dealing directly with Assignor for the purchase of subject property. ASSIGNEE is not relying upon, or being represented by ASSIGNOR or any other Real Estate Brokerage in this transaction.

1.d. Additional Terms and Conditions (if applicable):
[Assignee is aware that Assignor may accept backup Assignments of Contract up and until the deposit is placed with the title agent on or before the due date of 2/14/18 ]

2/14/18
Assignors Date

Martin Stevens, President
Patrick Grace Group, Inc

2/14/18
Assignee: Date