Karen Y Johnson Davidson County
DEEDWARR
Batch# 177450 3 pgs
12/26/2018 09:17:43 AM
Fees: $18.00 Taxes: $673.36
20181226-0124850

Send Tax Statem New Owner

This Instrument Prepared By/Return To:
JOHN G. MITCHELL, III
Attorney at Law
535 W. Northfield Blvd., Unit 16
Murfreesboro, TN 37129

(2)

Name and Address of New Owner:
Tomeka L. Cherry
647 Bradburn Village Circle
Antioch, TN 37013

From Information Furnished By
The Parties

Map and Parcel 164-6-B/116CO

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned, **OLE SOUTH PROPERTIES, INC., A TENNESSEE CORPORATION**, has this day bargained and sold and does hereby transfer and convey unto, **TOMEKA L. CHERRY, SINGLE WOMAN,** their heirs and assigns, forever, that certain parcel of real estate located in Davidson County, State of Tennessee, within the corporate limits of the City of Antioch, and being described as follows, to-wit:

Being all of Unit No. 73, on the plan of the Townhomes of Bradburn Village, Phase 3B, as shown on Exhibit A of the Supplementary Declaration to Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Townhomes of Bradburn Village, of record in Instrument Number 20180226-0017976, of the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for more complete details of location and description of said lot.

Being a portion of the same property conveyed to Ole South Properties, Inc., by deed from Amber Lane Development, LLC, a Tennessee Limited Liability Company, dated June 5, 2018, appearing of record in Instrument Number 20180606-0054516, of the Register's Office of Davidson County, Tennessee.

This conveyance is made subject to Declaration of Covenants, Restrictions and Conditions contained in instrument of record in Instrument Number 20060816-0101099, amended in First Amendment of record Instrument Number 20070717-0084884, and amended and restated in Instrument Number 20070817-0098536, Instrument Number 20121109-0103798, Instrument Number 20180226-0017976 and Instrument Number 20180713-0068064; Restrictions of record in Instrument Number 20070817-0098536 and Instrument Number 20121109-0103796; Right of Way Easement of record in Book 3644, page 317 and Book 3670, page 396; Supplemental Right of Way Agreement of record in Book 4579, page 913; Easements of record as referenced in Installment Deed of record in Book 5799, page 662; Grant of Transmission Line Easement of record in Instrument Number 20020909-0109148; Stormwater Detention Agreement of record in Instrument Number 20060608-0068199; Charter of The Townhomes of Bradburn Village Homeowners Association, Inc., of record in Instrument Number 20060823-0103546; Agreement regarding Grant of Easement of record in Instrument Number 20070622-0074712; Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Instrument Number 20080502-0045461; Grant of Easement of record in Instrument Number 20170206-0012425; Tennessee Valley Authority Line and Pipeline Easement mentioned in Book 4728, page 63; Assignment of Developer's Rights Under Amended and Restated Declaration of Covenants, Conditions, and Restrictions for the Townhomes of Bradburn Village, as amended, appearing as Instrument No. 20170802-0078538, and Supplement Declaration of record in Instrument No. 20180226-0017978; Access Utility & Drainage Easement of record in Instrument Number 20171229-

0132505; and to any and all matters shown on said plat and survey of record in Instrument Number 20180226-0017976; all of said Register's Office.

THIS conveyance is subject to any and all existing easements and/or restrictions of record.

TO HAVE AND TO HOLD said real estate, together with all of the appurtenances, estate and title thereunto belonging unto the said **TOMEKA L. CHERRY, SINGLE WOMAN,** their heirs and assigns, forever.

The undersigned covenants with the said Grantee that it is lawfully seized and possessed of said parcel of real estate, and that it has a good right to convey the same and that it is unencumbered, except for the lien of the 2018 real property taxes which have been prorated between the parties and are assumed by the Grantee.

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

This property is subject to and includes any and all lawful easements, setback lines, restrictions, etc. of record and applying to the within described property and to the zoning regulations of the appropriate governmental body.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 20th day of December, 2018.

Ole South Properties, Inc., a Tennessee Corporation

BY: _____
JOHN DAVIS, VICE PRESIDENT

STATE OF TENNESSEE)
)
COUNTY OF Rutherford)

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named **JOHN DAVIS**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the **VICE PRESIDENT of Ole South Properties, Inc.,** executed the foregoing instrument **(WARRANTY DEED)** for the purposes therein contained, by signing the name of the corporation by himself as its **VICE PRESIDENT.**

WITNESS MY HAND AND OFFICIAL SEAL in Antioch, Tennessee, this the 20th day of December, 2018.

MOLLY L SMITH
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY

Molly L. Smith
NOTARY PUBLIC
My Commission Expires: 1/28/19

AFFIDAVIT

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is **$181,990.00**, 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 20th day of December, 2018.

Molly L. Smith
NOTARY PUBLIC
My Commission Expires: 1/28/19

