**THIS INSTRUMENT PREPARED BY:**
Wendy Geurin Smith
Attorney at Law
6363 Poplar Avenue, Suite 107
Memphis, TN 38119
(901) 761-8111

**ONCE RECORDED, RETURN TO:**
Title Center of the South
783 Old Hickory Boulevard, Suite 110E
Brentwood, TN 37027

Karen Y Johnson Davidson County
Batch# 179353 DEEDWARR
12/31/2018 04:01:30 PM 4 pgs
Fees: $23.00 Taxes: $1,387.50
20181231-0126643

# WARRANTY DEED

THIS INDENTURE, made and entered into this 28th day of December, 2018, by and between GRAYMONT DEVLOPMENT, LLC, a Tennessee limited liability company (Grantor), party of the first part, and ROBERT S. JACOBS, JR. and wife, SUSAN L. JACOBS, (Grantee), party of the second part.

WITNESSETH: That for the consideration hereinafter expressed the said party of the first part has bargained and sold and does hereby bargain, sell, convey, and confirm unto the said party of the second part the following described real estate, situated and being in Davidson County, Tennessee, to wit:

Lot 8 in Graymont, Phase 2, as per plat recorded in Instrument Number 20160729-0078233 in the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more particular description of said property.

Being a portion of the same property conveyed to Graymont Development, LLC, a Tennessee limited liability company, by Deeds recorded in Instrument Numbers 20140310-001992; 20140310-0019922; and 20140310-019923, among the land records of Davidson County, Tennessee.

Map and Parcel: 117 11 OR 008.00

Real Property Address: 4011 Graybar Ct., Nashville, Tennessee 37215

TO HAVE AND TO HOLD the aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, its heirs and assigns in fee simple forever.

And the said party of the first part does hereby covenant with the said party of the second part that they are lawfully seized in fee of the aforedescribed real estate; that they have a right to sell and convey the same; and that the same in unencumbered, except for:

Subject to real estate taxes and assessments for tax year 2019, and subsequent years, not yet due and payable; matters shown on recorded Instrument Number 20160729-0078233 including restrictions, building setbacks and public utility drainage easements located on the land; easements recorded in Book 4076 at Page 386, book 4076 at Page 390, Instrument Number 20060623-0075080 and Instrument Number 20140930-0090243; building setback lines as shown on the recoded plat of subdivision; restrictions appearing of record in Instrument Number 20150911-0092416 **and in Exhibit A to this deed**; any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, rights of others for ingress and egress purposes in and to the use of easement(s) located on the Land; roads, ways or easements or claims of easements not shown by the Public Records; any lien or right to a lien for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the Public Record; pending assessments by any taxing authority not yet filed in the Public Records.

And that the title and quiet possession thereto party of the first part will warrant and forever defend against the lawful claims of all persons.

THE CONSIDERATION for this conveyance is as follows: Ten ($10.00) Dollars cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged. The word "party" as used herein shall mean "parties" as 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 said party of the first part the day and year first above written.

GRAYMONT DEVELOPMENT, LLC

BY: _____

ITS: Secretary

STATE OF TENNESSEE )
COUNTY OF Davidson )

On December 28th, 2018, personally appeared before me, the undersigned, a Notary Public in and for the said County and State, duly commissioned and qualified, Michael A. Hartley, who acknowledges that he/she is the the Secretary (manager / member) of Graymont Development, LLC, a Tennessee limited liability company, the within named bargainor(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she executed the foregoing instrument on behalf of Graymont Development, LLC, as Member / Manager, for the purposes therein contained.

Witness my hand and seal, at office, the day and date above written.

My Commission Expires:
03/10/19

NOTARY PUBLIC

SONYA C. STARNES
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires MAR. 10, 2019

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 or value of the property transferred, whichever is greater, is $375,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this 28th day of December, 2018.

My commission expires: _____

Notary Public

SANDRA MEEKER
STATE OF TENNESSEE
NOTARY PUBLIC
WILLIAMSON COUNTY
My Commission Expires 09-27-2020

Property Address:
4011 Graybar Ct., Nashville, TN 37215

Mail Tax Notices to:
New Owner

Name and Address of Property Owner:
Robert S. Jacobs, Jr. and wife, Susan L. Jacobs
PO Box 16463
Jackson, MS 39236

**EXHIBIT A TO WARRANTY DEED**
**MEMORANDUM OF UNDERSTANDING / RESTRICTIONS**

1. Grantor Graymont Development, LLC, and Grantee, Robert S. Jacobs, Jr. and wife, Susan L. Jacobs, have executed a Binding Agreement dated December 28th, 2018, regarding the purchase of the real property known as Lot 8, Graymont, Phase 2, in Nashville, Davidson County, Tennessee, containing a right of repurchase in favor of Grantor Graymont Development, LLC (the "Right of Repurchase") which expires on December 31, 2020.

2. Grantor and Grantee agree that the Right of Repurchase shall run with the land as between the Grantor and the Grantee upon the recording of the deed conveying title from Grantor to Grantee.

# True Copy Certification

I, Sandra Meeker, do hereby make oath that I am a licensed attorney and/or custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Signature

State of TENNESSEE

County of DAVIDSON

Personally appears before me, Sonya C Starnes, a notary public for this county and state, Sandra Meeker, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

My Commission Expires: 03/10/19

Notary' Seal (if on paper)

