Karen Johnson Davidson County
Batch# 207723 DEEDQC
03/20/2019 08:38:11 AM 5 pgs
Fees: $27.00 Taxes: $0.00
20190320-0025140

This Instrument Prepared by:
DOMINIC J. LEONARDO
Attorney at Law
603 Woodland Street
Nashville, TN 37206-4211
(615) 259-1214

This firm did not conduct a title search, issue a title opinion letter, or issue the title insurance regarding the sale of this property.

QUIT CLAIM DEED

ADDRESS OF NEW OWNER:
Daniel L. Killingsworth
515 Basswood Avenue, Unit #96
Nashville, TN 37209

SEND TAX BILLS TO:
Same

MAP/PARCEL NO:
90-118
PAR 96

FOR AND IN CONSIDERATION of $0.00 and other good and valuable consideration, I, **DANIEL L. KILLINGSWORTH and DONALD LEE KILLINGSWORTH,** by these presents do hereby quitclaim and convey unto **DANIEL L. KILLINGSWORTH,** a life estate with a remainder to go to **BRADY SCOT KILLINGSWORTH and ASHLEY NICOLE BREWSTER** in equal shares, in and to the following described tract of land:

Being Unit No. 96 as shown on the Plat of Rock harbor Condominium of record in Book 6153, pages 463-466, Register's Office for Davidson County, Tennessee, together with an undivided interest in the common elements of Rock Harbor Condominium Association, all as described in Book 6241, page 710, said Register's Office.

As part of the consideration for this transfer, Grantee agrees to be bound by the terms, covenants, and restrictions set forth in Master Deed for Rock Harbor Condominium Association, of record in Book 4569, page 871, and its attendant By-Laws, as amended, in said Register's Office.

Grantor does hereby transfer and sell unto Grantee all fixtures and appliances which might be owned by Grantor and located in the said unit, including range and refrigerator.

This conveyance is given subject to the terms, covenants and conditions of a certain "Condominium Unit Sale Contract" (or "Apartment Reservation Agreement") by and between Grantor and Grantee wherein Grantor agreed to sell the Unit and Grantee agreed to purchase the Unit; a copy is available for examination at the office of First Management Services at Tenth Floor, Nashville City Bank Building, 315 Union Street, Nashville, Tennessee 37201. Such "Condominium Unit Sale

Contract" (or "Apartment Reservation Agreement") is incorporated by reference as if fully copied herein.

Further, this conveyance is given subject to:

1. 1984 taxes, which have been prorated and adjusted as of the date hereof.

2. The terms and conditions of the Horizontal Property Act of Tennessee, the above Master Deed and By-Laws, the above Condominium Plat, any amendments thereto, and Restated Master Deed, Developer's Report and Engineer's Letter, of record in Book 6162, page 251, said Register's Office.

3. Flowage easement granted United States of America by James C. Cox in connection with operation of Cheatham Lock and Dam Project (Tract I-927-E) by deed of record in Book 2147, page 42, said Register's Office.

4. Easement reserved in the Deed of record in Book 4196, page 206, said Register's Office, for ingress and egress across the land in question.

5. The Plan of Rock Harbor apartments has been recorded in Book 4460, page 71, and shows an Owner's Certificate, a 50 foot setback line from all boundaries and dedication on River rouge Drive along the easterly part of the southerly boundary.

6. Lease Agreement by and between Rock Harbor Apartments and Home Coin Laundries, Nashville, Tennessee, dated August 9, 1972, filed July 10, 1973, in Book 4726, page 568, Register's Office for Davidson County, Tennessee.

7. Lease Agreement of record in Book 5114, page 37, said Register's Office.

8. Deed of Trust executed by Rock harbor Apartments, a limited partnership to Herschel Greer, Trustee, dated January 17, 1972, and recorded in Book 4569, page 875, Register's Office for Davidson County, Tennessee, in favor of Guaranty Mortgage Company of Nashville, which states that it secures a debt in the principal sum of $2,220,400, payable as therein specified, together with any terms, conditions, restrictions or limitations recited therein. Amendment to Deed of Trust consolidation and Modification Agreement: Rock harbor Apartments, a Tennessee limited partnership, to Guaranty Mortgage Company of Nashville, dated October 18, 1973, filed for record October 18, 1973, in Book 4756, page 587, said Register's Office, to increase the Deed of Trust of record in Book 4569, page 875, to the amount of $2,343,000. Regulatory Agreement of record in Book 4569, page 880, said Register's Office. Assignment of Deed of Trust of record in Book 4569, page 875, said Register's Office to Federal National Mortgage Association of record in Book 4761, page 12, said Register's Office. Agreement of record in Book 4634, page 964, said Register's Office. Amendment to Regulatory Agreement of record in Book 6099, page 597, said Register's Office, Chicago Title Insurance company

has provided positive overinsurance against the items in this paragraph; the liens described herein will be paid from condominium unit sales, the net sales proceeds of which are all being paid to Chicago Title Insurance Company in order to pay off such indebtedness. In any event all such liens and indebtednesses shall be retired on or before December 31, 1983.
This is improved property, knows as Unit No. 96, 515 Basswood Avenue, Nashville, Tennessee 37209.

TO HAVE AND TO HOLD the said Unit and undivided interest with the appurtenances, estate, title and interest thereto belonging to the said DANIEL L. KILLINGSWORTH, his heirs and assigns, forever.

And Grantor does covenant with the said Grantee, that it is lawfully seized and possessed of said Unit and undivided interest in fee simple; has a good right to convey it, and the same is unencumbered, except as herein set forth.

And Grantor does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the said Unit and undivided interest to the said Grantee, his heirs and assigns against the lawful claims of all persons whomsoever.

Witness my hand this 6 day of March, 2019.

Daniel L. Killingsworth
DANIEL L. KILLINGSWORTH

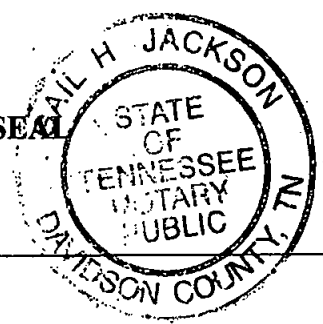
STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named bargainer, **DANIEL L. KILLINGSWORTH,** with whom I am personally acquainted, or proved to me based upon satisfactory information, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 6th day of March, 2019.

Gail N. Jackson
NOTARY PUBLIC
My Commission Expires: Jan. 3, 2022

SEAL



Witness my hand this 11 day of MARCH, 2019.

Donald Lee Killingsworth

DONALD LEE KILLINGSWORTH

STATE OF Ohio
COUNTY OF Montgomery

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named bargainer, **DONALD LEE KILLINGSWORTH,** with whom I am personally acquainted, or proved to me based upon satisfactory information, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 11 day of March 2019.

NOTARY PUBLIC
My Commission Expires: 1-15-24

SEAL

JONATHAN SHEEHAN
Notary Public, State of Ohio
My Commission Expires 01-15-2024

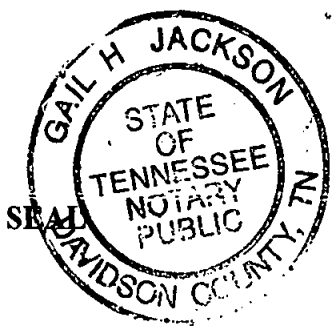
STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater for this transfer is $0.00.

Daniel L. Killgallon
AFFIANT

Sworn to and subscribed before me this
6th day of March, 2019.

Gail H Jackson
NOTARY PUBLIC
My Commission expires: Jan 3, 2022



SEAL