WARRANTY DEED

Karen Johnson Davidson County
Batch# 241158 DEEDWARR
06/10/2019 03:35:30 PM 3 pgs
Fees: $18.00 Taxes: $2,275.50
20190610-0055627

JOSEPH WHITE NOTARY PUBLIC STATE OF TENNESSEE WILLIAMSON COUNTY My Comm. Exp.

STATE OF TENNESSEE
COUNTY OF WILLIAMSON
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER FOR THIS TRANSFER IS $615,000.00

AFFIANT

SUBSCRIBED AND SWORN TO ME ON THE 10TH DAY OF JUNE, 2019.

NOTARY PUBLIC

MY COMMISSION EXPIRES 5/15/2021

THIS INSTRUMENT PREPARED BY /RETURN TO:
Jim R. Vanderpool, PC, 256 Seaboard Lane, G-104, Franklin, TN 37067
file # 19-1053JW

ADDRESS OF NEW OWNER	SEND TAX BILLS TO If left blank please use the address of the new owner	MAP-PARCEL
Ben Terry Rudd	same	
301 Demonbreun St. Unit 1710		093-06-0A-266.00CO
Nashville, TN 37201		

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE,

RENNAN M. QUIJANO AND ANGELI SUAREZ QUIJANO, HUSBAND AND WIFE

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO

BEN TERRY RUDD, SINGLE 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:

A certain condominium located in Davidson County, Tennessee, being Unit No. 1710 of Encore, a Residential Condominium, a Condominium Development established pursuant to the provision of the Tennessee Horizontal Property Act as the same is set out in Section 66-27-101, et seq. of the Tennessee Code Annotated, under the Master Deed establishing Encore, a Residential Condominium of record in Instrument No. 20080225-0018429 Amended in Instrument Nos. 20151203-0122000, 20170324-0029048 and 20181016-0102535 and Master Deed for Encore, a Master Condominium of record as Instrument No. 20080225-0018425 Amended in Instrument Nos. 20111104-0086473 and 20111215-0097929, the Register's Office for Davidson County, Tennessee, and subject to the provisions and requirements thereof, and the By-Laws for the administration thereof, and all 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 thereof; said Unit being depicted on Exhibit "C" to said Master Deed; together with a percentage interest in the common elements and voting percentage as set forth in Exhibit "B" to said Master Deed.

Being the same property conveyed to Rennan M. Quijano and Angeli Suarez Quijano, husband and wife by Warranty Deed from Steven P. Salverda, married, recorded on the 3rd day of September, 2013 in Instrument No. 20130903-0092518, in the Register's Office of Davidson County, Tennessee.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:

1. County of Davidson taxes for the year 2019 and thereafter, not yet due and payable.

2. Liability as to taxes resulting from supplemental, revised or correction assessments pursuant to the provisions of Tennessee Code Ann _ 67-5-603, et seq.

3. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of ENCORE, as recorded in Instrument No. 20060411-0041760.

4. Covenants, Conditions and Restrictions as set forth in Rutledge Hill Redevelopment Plan recorded in Book 7084, Page 983, Book 7631, Page 606, Book 10512, Page 464, Book 10512, Page 477 and Instrument No. 20060504-0051825.

5. Articles of Incorporation of Encore I Development Company, LLC of record in Instrument Number 20060118-0006578, amended at Instrument No. 20060524-0060850.

6. Easement Agreement as set forth in instrument recorded in Instrument No. 20120906-0080965.

7. Conditions, covenants, reservations, requirements, restrictions, options, burdens, agreements, undertakings, assessments and other provisions contained in or incorporated by reference into the Master Deed establishing ENCORE, A RESIDENTIAL Condominium of record in Instrument No. 20080225-0018425, as amended by instrument(s) of record in Instrument Nos. 20111104-0086473 and 20111215-0097929, 20080225-0018429 as amended at Instrument Nos. 20151203-0122000; 20170324-0029048 and 20181016-0102535; also subject to easements, rights and interests 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 building thereon.

8. Stormwater Quality Agreement as set forth in instrument recorded in Instrument No. 20060406-0039472.

9. Notice of Commencement recorded at Instrument No. 20060613-0070413.

10. Mortgage Consent and Approval recorded in Instrument Number 20080225-0018427 and Instrument No. 20080225-0018431.

11. Attorney's Certificate recorded at Instrument Nos. 20080225-0018426 and 20080225-0018430.

12. Rights of the public in streets and highways adjoining the property, if any.

13. Land Use Restrictions recorded at Instrument No. 20091214-0113967.

14. Terms and conditions of that Lease Agreement dated November 7, 2003 by and between AmSouth Bank, Trustee of the Amended and Restated Revocable Trust of Mildred Hudgins, Lessor, and American Constructors, Inc., Lessee, as amended by First Amendment to Lease Agreement dated January 23, 2004.

15. Matters shown on survey prepared by Barge Waggoner Sumner and Cannon, Inc. dated December 16, 2004, as File No. 31669.

16. All matters shown on the plat of survey by William C. Cockrill, RLS No. 1401 with Barge Waggoner Sumner and Cannon, Inc. dated May 26, 2006, File No. 31669.03.

17. Rutledge Hill Redevelopment Plan, as set out in the following ordinances of the Metropolitan Council: 86-1131 as amended by Ordinance Nos. 87-1695, 91-1520, 97-754, 97-755, and BL 2005-875 (also recorded as Instrument No. 20060504-0051825, Instrument No. 20130903-0092714, Instrument No. 20130903-0092716 Register's Office for Davidson County, Tennessee).

This is improved property known as 301 Demonbreun St. Unit 1710, Nashville, TN 37201

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 that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same in 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 hand on the 8th day of June, 2019.

Rennan M. Quijano

Angeli Suarez Quijano

STATE OF CALIFORNIA

COUNTY OF _____

Personally appeared before me, a Notary Public of said County and State, RENNAN M. QUIJANO AND ANGELI SUAREZ QUIJANO, the within named grantors, with whom I am personally acquainted (or who proved to me their identity on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Morrow Bay, California, this _____ day of June, 2019. Ack see attached Acknowledgment

_____

Certificate of Authenticity

I, Jim R. Vanderpool, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document executed and authenticated according to the law of Tennessee.

Jim R. Vanderpool

State of Tennessee

County of Williamson

Personally appeared before me, Joseph White, a notary public for this County and State, Jim R. Vanderpool, who acknowledges that this certification of an electronic document is true and correct.

Joseph White, Notary

My commission expires: 5/15/2021

JOSEPH WHITE NOTARY PUBLIC STATE OF TENNESSEE WILLIAMSON COUNTY My Commission Expires

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of San Luis Obispo }

On 6/8/2019 before me, Richard A. Davega, Notary Public
(Here insert name and title of the officer)

personally appeared Rennan M. Quijano and Angeli Suarez Quijano

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he/she~~/they executed the same in ~~his/her~~/their authorized capacity(ies), and that by ~~his/her~~/*their signature(s) on the instrument the person(s), or the entity upon behalf of* which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Richard A. Davega
Notary Public Signature (Notary Public Seal)

RICHARD A. DAVEGA
Comm. #2251018
Notary Public · California
San Luis Obispo County
Comm. Expires Aug 20, 2022

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
Warranty Deed
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 2 Document Date 6/8/2019

CAPACITY CLAIMED BY THE SIGNER
- ☒ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they,~~ is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.