Karen Johnson Davidson County
Batch# 244505 DEEDWARR
06/17/2019 02:31:30 PM 3 pgs
Fees: $18.00 Taxes: $2,137.55
20190617-0058112

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is **$577,716.00.**

Affiant

Subscribed and sworn to before me, this 14th day of June, 2019.

Notary Public

My commission expires: May 9, 2021

KELLY JEAN BIERS
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

(Notary Stamp)

THIS INSTRUMENT PREPARED BY
Keith H. Solomon, Esquire
Solomon | Parks Title & Escrow, LLC
4025 Hillsboro Pike, Suite 601
Nashville, TN 37215

WARRANTY DEED

Address of New Owner(s) as follows:	Send Tax Bills To:	Map-Parcel Numbers:
Frank Richard Messinger, as Trustee of the Frank Richard Messinger Living TR, dated 08/22/2017	**Frank Richard Messinger, as Trustee of the Frank Richard Messinger Living TR, dated 08/22/2017**	**Map\Parcel: 093-06-1J-166.00-CO**
415 Church Street Unit 2014	**415 Church Street Unit 2014**	
Nashville, TN 37219	**Nashville, TN 37219**	

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 ACKNOWLEDGE, WE,

Edward B. Tomlinson, II, unmarried

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

Frank Richard Messinger, as Trustee of the Frank Richard Messinger Living TR, dated 08/22/2017

HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN **DAVIIDSON** COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

A certain condominium located in Davidson County, Tennessee, being Unit No. 2014 of Viridian, a 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 of record in Instrument Number 20061004-0122833 and Addendum of record in Instrument No. 20061004-0122834, Instrument No. 20070711-0082578, Instrument No. 20100616-0046702, Instrument No. 20111006-0077592, Instrument No. 20120802-0068536 and Instrument No. 20140128-0007721, in 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 thererof; said Unit being depicted to said Master Deed; together with a percentage interest in the common elements and voting percentage as set forth in to said Master Deed.

Being the same property conveyed to Edward B. Tomlinson, II by Warranty deed from Stephen P. Miller and Connie V. Dowell of record in Instrument No. 20080908-0091925 Register's Office for Davidson County, Tennessee, dated August 22, 2008 and recorded on September 08, 2008.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:
The current year's property taxes which have been prorated or paid and assumed by the Grantees. Subsequent taxes are assumed by Grantees; including Rollback taxes, if any.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or Mortgage thereon covered by the form.

2. Rights or claims of parties in possession not shown by the public records.
3. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
4. Taxes or special assessments which are not shown as existing liens by the public records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
6. Easements or claims of easements not shown by the Public Records.
7. If improvements are completed after January 1 of any year, and the law, pursuant to TCA 67-5-509 and TCA 67-5-603, requires supplemental assessment for the year in which improvements are completed, the company assumes no liability for taxes assessed by correction or supplemental assessment.
8. Taxes for the year 2019, a lien not yet due and payable.
9. The premises herein insured is a condominium apartment established pursuant to the provisions of the Tennessee Horizontal Property Act as the same is set out in Section 66-27-101, et seq., of the Tennessee Code Annotated, and is subject to the provisions and requirements thereof and is subject to the By-Laws for the administration thereof; also subject to the 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 thereon; and also including without limitations, all conditions, covenants, restrictions, options, burdens, assessments and other undertakings contained in the Master Deed establishing a Horizontal Property Regime of Viridian, a Condominium of record in Instrument Number 20061004-0122833, amended in Instrument No. 20061004-0122834, Instrument No. 20070711-0082578, Instrument No. 20100616-0046702, Instrument No. 20111006-0077592 and Instrument No. 20140128-0007721 and 201710020100849 and Instrument No, 201805100045059, Register's Office for Davidson County, Tennessee.
10. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Covenants, Conditions and Restrictions of record in Book 7423, Page 374, Book 8027,page 865 revised in Book 9208, page 613 and Instrument No. 20050124-008719, Register's Office for Davidson County, Tennessee, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap but does not discriminate against handicapped persons.
11. Conveyance of Metropolitan Nashville Alley No. 66 according to the Official Street and Alley Acceptance and Maintenance Map of the Metropolitan Government of Nashville and Davidson County as enacted by Ordinance No. BL2003-63 by Viridian Development Company, LLC in Quitclaim Deed in Instrument 20060928-0120210, Register's Office for Davidson County, Tennessee.
12. Easement Agreement on a certain parcel of real property formerly know as Metropolitan Nashville Alley No. 66 and abandoned pursuant to Metropolitan Ordinance No. BL2005-570 by and between 401 Church Street LLC and Viridian Development Company, LLC in Instrument 20060928-0120211, Register's Office for Davidson County, Tennessee.
13. Agreement and Release by and between 401 Church Street LLC and Viridian Development Company, LLC in Instrument 20060928-0120212, Register's Office for Davidson County, Tennessee.
14. Stormwater Quality Agreement in Instrument 20040916-0111454, Register's Office for Davidson County, Tennessee.
15. Reciprocal Easement and Agreement in Instrument 20041103-0132451, Register's Office for Davidson County, Tennessee.
16. Capitol Mall Redevelopment Project Plan as set out in Ordinance of the Metropolitan Government referenced in Book 10512, page 464, and Instrument 20020626-0076795, Register's Office for Davidson County, Tennessee.
17. Charter for HOA in Instrument 20061004-0122835, Register's Office for Davidson County, Tennessee.
18. Rights and easements of adjoining landowners in and to any party wall(s) located on the insured parcel.
19. Subject to rights of others in and to the common areas and/or elements.

This is improved property known as **415 Church Street Unit 2014 Nashville, TN 37219.**

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 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 hand this 14th day of June, 2019.

Edward B. Tomlinson,, II

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public of said County and State, **Edward B. Tomlinson, II** the within named grantors, with whom I am personally acquainted (or who proved to me his identity on the basis of satisfactory evidence), and who acknowledged that he executed this instrument for the purposes therein contained.

Witness my hand, at office, this 14th day of June, 2019.

Notary Public

My Commission Expires: May 9 2021

File #: 19-000108-528
RECORD & RETURN TO:
Solomon | Parks Title & Escrow, LLC
4025 Hillsboro Pike, Suite 601
Nashville, TN 37215

KELLY JEAN BIERS
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

Certificate of Authenticity

I, John W. Bishop, do hereby make oath that I am a licensed attorney and/or the 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 appeared before me, D. Thompson, a notary public for this county and state, John W. Bishop who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

D THOMPSON STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF ROBERTSON

Notary's Signature

My Commission Expires: 12/10/2019.

Notary's Seal (If on paper)