Karen Johnson Davidson County
Batch# 252470 DEEDWARRSP
07/03/2019 04:15:30 PM 6 pgs
Fees: $33.00 Taxes: $5,791.75
20190703-0065420

This Instrument Prepared by:
Clayton C. Purdom, Esq.
Martin, Tate, Morrow & Marston, P.C.
6410 Poplar Avenue, Suite 1000
Memphis, Tennessee 38119
(901) 522-9000

Return to:
New owner

SPECIAL WARRANTY DEED

THIS INDENTURE is made and entered into as of the 18 day of June, 2019, by HENRY M. TURLEY, a married resident of Shelby County, Tennessee (the "**Grantor**").

WITNESSETH:

For and in consideration of TEN AND NO/100 DOLLARS ($10.00) cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, Grantor has bargained and sold and does hereby bargain, sell, convey, and confirm unto HAMD REALTY, LLC, a New Jersey limited liability company (the "**Grantee**"), the following described real estate, situated and being in the City of Nashville, County of Davidson, State of Tennessee to-wit:

All that certain tract or parcel of real estate described in **Exhibit A** attached hereto and incorporated herein by this reference, as if fully copied herein (the "**Property**").

Being the same property conveyed to Grantor by Special Warranty Deed of record at Instrument Number 20100617-0047291 in the Register's Office of Davidson County, Tennessee.

Together with all right, title and interest of Grantor in and to all improvements located on the Property; all easements, if any, benefiting the Property; and all rights, benefits, privileges and appurtenances pertaining to the Property.

And Grantor does hereby covenant with Grantee that Grantor is lawfully seized in fee of the aforedescribed real estate; that Grantor has a good right to sell and convey the same; that the same is unencumbered except for current real property taxes and all unpaid non-delinquent general and special taxes, bonds and assessments; all liens, covenants, conditions, reservations, rights, easements, interests, rights of way, and restrictions of public record; all leases and other occupancy agreements in effect; and except for 2019 Davidson County taxes, due, but not yet delinquent; and all zoning ordinances and regulations and any other laws, ordinances or governmental regulations restricting or regulating the use, occupancy or enjoyment of the Property; and all matters visible upon or about the Property or that would be disclosed by an accurate survey of the Property.

TO HAVE AND TO HOLD the Property unto said Grantee and its successors and assigns forever, and Grantor will warrant and forever defend title to the Property against the lawful claims and demands of all persons claiming by, through or under Grantor, but not otherwise.

GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY. GRANTEE EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND GRANTOR EXPRESSLY DISCLAIMS, AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED (EXCEPT AS TO TITLE AS HEREIN PROVIDED AND LIMITED) CONCERNING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, (i) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY, (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE CONSTRUCTION, OF ANY IMPROVEMENTS TO THE PROPERTY; AND (iii) THE MANNER OF REPAIR, QUALITY OF REPAIR, STATE OF REPAIR OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS. BY GRANTEE'S ACCEPTANCE OF THIS DEED, GRANTEE REPRESENTS THAT GRANTEE HAS MADE (i) ALL INSPECTIONS OF THE PROPERTY TO DETERMINE ITS VALUE AND CONDITION DEEMED NECESSARY OR APPROPRIATE BY GRANTEE, INCLUDING, WITHOUT LIMITATION, INSPECTIONS FOR THE PRESENCE OF ASBESTOS, PESTICIDE RESIDUES, HAZARDOUS WASTE AND OTHER HAZARDOUS MATERIALS AND (ii) INVESTIGATIONS TO DETERMINE WHETHER ANY PORTION OF THE PROPERTY LIES WITHIN ANY FLOOD HAZARD AREA AS DETERMINED BY THE U.S. ARMY CORPS OF ENGINEERS OR OTHER APPLICABLE AUTHORITY.

SIGNATURE AND ACKNOWLEDGEMENT PAGE FOLLOWS

SPECIAL WARRANTY DEED

SIGNATURE AND ACKNOWLEDGEMENT PAGE

WITNESS the signature of Grantor as of the day and year first above written.

HENRY M. TURLEY

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned Notary Public in the county and state aforesaid, personally appeared HENRY M. TURLEY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged himself to be the within named bargainor, and that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal this 19th day of June, 2019.

Notary Public

My Commission Expires: _____

[affix seal]

CLAYTON C. PURDOM
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF SHELBY
MY COMMISSION EXPIRES: 01/20/2020

* * * * * * * * * * * * *

RECORDING DATA ONLY

Property Address:

4023 Nolensville Pike
Nashville, TN 37211

Name and Address of the Property Owner:

HAMD Realty, LLC
68 CULVER RD, STE 150
MONMOUTH JCT, NJ 08852

Name and Address of the Person or Entity Responsible for Payment of the Real Property Taxes:

HAMD Realty, LLC
68 CULVER RD, STE 150
MONMOUTH JCT, NJ 08852

Tax Parcel Identification No(s).

133 15 0 113.00

I hereby swear or affirm that to the best of my knowledge, information, and belief, the actual consideration for this property transfer or value of the property transferred, whichever is greater, is $1,565,338.00, 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 24 day of June, 2019.

NOTARY PUBLIC

My commission expires:

[Notary Seal]

NADEEM A SHAIKH
ID # 2206447
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires April 04, 2021

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EXHIBIT A

Legal Description

The following real estate lying and being situated in Davidson County, Tennessee, to wit:

Land in Davidson County, Tennessee, being Lot No. 6 on the Plan of Welshwood Park, Section 7 of record in Plat Book 4595, Page 77, in the Register's Office of Davidson County, Tennessee, to which Plat reference is hereby made for a more complete description of the Property.

Being the same property conveyed to Grantor by Special Warranty Deed recorded in Instrument Number 20100617-0047291, in the Register's Office of Davidson County, Tennessee.

True Copy Certification

I, Lynn Vaught, 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 Rutherford

Personally appeared before me, Sarah Carter, a notary public for this county and state, Lynn Vaught 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: 5-23-23

SARAH CARTER
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY