Karen Johnson Davidson County
Batch# 309963 DEEDWARR
11/04/2019 08:58:02 AM 2 pgs
Fees: $13.00 Taxes: $610.50
20191104-0113085

This Instrument Prepared By:
Athens Title & Escrow LLC
5115 Maryland Way
Brentwood, Tennessee 37027

ADDRESS NEW OWNER:
David P. Xayabubba
1007 Halifax Lane
Antioch, Tennessee 37013

SEND TAX BILL TO:
Mortgagee

MORTGAGEE
Ascend Federal Credit Unioin
520 Airpark Drive
Tullahoma, Tennessee 37388

MAP 163
GROUP 16 0A
PARCEL 057.00

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named "", and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **Ch&Ch,LLC, a Tennessee limited liability company** hereinafter called the GRANTOR, has bargained and sold, and by these presents, does hereby transfer and convey unto **David P. Xayabubba, unmarried man**, hereinafter called the "", , a certain tract or parcel of land located in Davidson County, State of Tennessee, described as follows, to-wit:

Being Unit No. 157 on the Plan of Phase One, Provincetown, a Horizontal Property Regime with Private Elements of record in Instrument No. 20031119-0168785 - Exhibit "A-1", Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a complete and accurate description thereof.

Being the same property conveyed to Ch & Ch, LLC, a Tennessee limited liability company, by Substitute Trustee's Deed from Mackis Wolf Zientz & Pann, PLLC, Substitute Trustee for Alan Pritchard, dated July 8, 2019 and filed of record in Instrument No. 20190709-0066655, in the Register's Office for Davidson County, Tennessee.

Said property is transferred subject to the following matters:

1. 2020 taxes and subsequent years.
2. Matters shown on the recorded plat of the Plan of Phase One, Provincetown, a Horizontal Property Regime with Private Elements, of record in Instrument No. 20031119-0168785, said Register's Office.
3. Covenants, Conditions, and Restrictions (provisions, if any, based on race, color, religion, sec, handicap, familial status or national origin are omitted) of record in Instrument No. 200311190-168785, Instrument No. 20050609-0066104, Instrument No. 20060825-0105504, Instrument No. 20080812-0082993, and in Book 9336, page 238, Register's Office for Davidson County, Tennessee.
4. Storm Water Detention Agreement of record Instrument No. 20030910-0132287, said Register's Office.
5. Easement Agreement of record in Instrument No. 20031124-0170577, Register's Office for Davidson County, Tennessee.
6. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage, of record in Book 10034, page 452, Register's Office for Davidson County, Tennessee.
7. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage, Water Main Pumps and Appurtenances of record in Instrument No. 20060816-0100826, Register's Office for Davidson County, Tennessee.
8. Affidavit to record Boundary Survey of record in Book 10818, page 967, Register's Office for Davidson County, Tennessee.
9. Quitclaim Deed as to Common Area/Open Space of record in Instrument No. 20031120-0169428 and Instrument No. 20050803-0091277, Register's Office for Davidson County, Tennessee.
10. Property is subject to any and all restrictions, easements, and conditions of record and/or not previosly recorded in Register's Office for Davidson County.

This is improved property known as 1007 Halifax Lane, Antioch, Tennessee 37013.

Such address is not part of the legal description of the property herein and in the event of any discrepancy, the legal description herein shall control.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said David P. Xayabubba, unmarried man, , forever, and, GRANTOR does covenant with the said that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and warrants that the same is unencumbered unless otherwise herein set out; and, GRANTOR does further covenant and bind itself, its successors and representatives, to warrant and forever defend the title to the said land to the said , , 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 our hands this the 1st day of November, 2019.

Ch&Ch,LLC, a Tennessee limited liability company

Eric Sox Member

By: Eric Sox, Authorized Member

STATE OF Tennessee)
COUNTY OF Davidson)

Before me, the undersigned authority of the State and County aforesaid, personally appeared **Eric Sox,** with whom I am personally acquainted or proved to me on the basis of satisfactory evidence and who, upon oath, acknowledged himself to be **Authorized Member of Ch&Ch,LLC, a Tennessee limited liability company,** the within named bargainor, , and that he as such , with the authority so to do, executed the within Warranty Deed for the purposes therein contained by signing the name of the as such .

WITNESS my hand and official seal at office this 1st day of November, 2019.

NOTARY PUBLIC
My Commission Expires: My Commission Expires January 23, 2023

JAMES C SMITH STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY

STATE OF Tennessee)
COUNTY OF Davidson)

The actual value or consideration, whichever is greater, for this transfer is $165,000.00.

AFFIANT

Subscribed and sworn to before me on this 1st day of November, 2019.

NOTARY PUBLIC
My Commission Expires: My Commission Expires January 23, 2023

JAMES C SMITH STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY