New owner / Tax Bill sent to Leslie Capajoma

4801 Payne Rd
Antioch, TN 37013

STATE OF TENNESSEE
COUNTY OF DAVIDSON
The actual consideration or true value, whichever is greater for this transfer is
$ 0
_____, Affiant
Subscribed and sworn before me this the
4 Day of Feb, 2020.
_____, Deputy Register

Prepared By

Quitclaim Deed

Karen Johnson Davidson County
Batch# 353305 DEEDQC
02/04/2020 12:35:29 PM 9 pgs
Fees: $47.00 Taxes: $0.00
20200204-0012925

RECORDING REQUESTED BY Leslie Capajoma
AND WHEN RECORDED MAIL TO:
4801 Payne Rd
Antioch, Tn 37013
, Grantee(s)

Consideration: $ 0
Property Transfer Tax: $_____
Assessor's Parcel No.: 053030369 00
PREPARED BY: Leslie Capajoma certifies herein that he or she has prepared this Deed.

Leslie Capajoma
Signature of Preparer

Feb 4, 2020
Date of Preparation

Leslie Capajoma
Printed Name of Preparer

THIS QUITCLAIM DEED, executed on Feb. 4, 2020 in the County of Davison, State of TN
by Grantor(s), Tezozomoc Alcantar,
whose post office address is 1503 Cleves st, old Hickory, Tn,
to Grantee(s), Leslie Capajoma,
whose post office address is 4801 Payne Rd, Antioch, Tn,

WITNESSETH, that the said Grantor(s), Tezozomoc Alcantar,
for good consideration and for the sum of Fifty Thousand ^00
($ 50,000.00) paid by the said Grantee(s), the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said Grantee(s) forever, all the right, title
FOR Pay off of Construction on 1503 Cleves ST, old Hickory, Tn

interest and claim which the said Grantor(s) have in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Davison, State of TN, and more specifically described as set forth in EXHIBIT "A" to this Quitclaim Deed, which is attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the said Grantor(s) has signed and sealed these presents the day and year first above written. Signed, sealed and delivered in presence of:

Tod
GRANTOR(S):

Signature of Grantor

Signature of Second Grantor (if applicable)

Tezoronda Alagntar
Print Name of Grantor

Print Name of Second Grantor (if applicable)

Signature of First Witness to Grantor(s)

Vickie Jordan
Signature of Second Witness to Grantor(s)

Jordan Smith
Print Name of First Witness to Grantor(s)

Vickie Jordan
Print Name of Second Witness to Grantor(s)

Log
GRANTEE(S):

Signature of Grantee

Signature of Second Grantee (if applicable)

Leslie Cupajamr
Print Name of Grantee

Print Name of Second Grantee (if applicable)

Signature of First Witness to Grantee(s)

Vickie Jordan
Signature of Second Witness to Grantee(s)

Jordan Smith
Print Name of First Witness to Grantee(s)

Vickie Jordan
Print Name of Second Witness to Grantee(s)

NOTARY ACKNOWLEDGMENT

State of Tennessee

County of Williamson

On Feb 2, 2020, before me, April Blackwell, a notary public in and for said state, personally appeared, Leslie Capajama and Tezozomoc Alcantar

who are known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

April Blackwell Exp: 6-20-2023

Signature of Notary

Affiant Known _____ Produced ID ✓

Type of ID TN Driver Lic

(Seal)

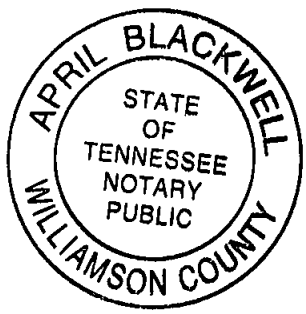


Exhibit "A"

See Contractor Agreement / Plus Interest Paid in Full by Quick Claim Deed

This Instrument Prepared By:
Lee and Lee Attorneys at Law, P. C.
109 East Gay Street, 615-444-1312
Lebanon, Tennessee 37087

L&L#6473-80A

SEND TAX BILL TO:
Owner

ADDRESS NEW OWNER:
Tezozomoc Alcantar
1503 Cleves Street
Old Hickory, Tennessee 37138

MORTGAGEE:

MAP **05303036900**
GROUP
PARCEL

Davidson County DEEDWARR
Recvd: 07/13/17 16:25 3 pgs
Fees:18.00 Taxes:183.62
20170713-0070680

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named GRANTEE, and other good and valuable considerations, the receipt of which is hereby acknowledged, **Michele Marlin** hereinafter called the GRANTOR, has bargained and sold, and by these presents, does transfer and convey unto **Tezozomoc Alcantar**, hereinafter called the GRANTEE, his heirs and assigns, that certain tract or parcel of land located in Davidson County, State of Tennessee, described as follows, to-wit:

Two tracts of land in Davidson County, Tennessee, described as follows:

Tract No. 1: Being a part of Lot 80 on the Revised Plan of Section "E" of the E. I. Dupont De Nemours & Company Subdivision, as of record in Book 1424, page 132, Register's Office for Davidson County, Tennessee. Said part of Lot 80 fronts 54 feet on the easterly margin of Cleve Street and adjoins property on the north conveyed to Martin Allen and wife, Mary S. Allen, as of record in Book 2910, page 417, Register's Office for Davidson County, Tennessee, and extends back in an easterly direction for a distance of 68 feet, and the southerly line extends back for a distance of 68 feet, also, to a dead line in the rear which measures 54 feet thereon.

Tract No. 2: Being a part of Lot 80 on the Revised Plan of Section "E" of E. I. Dupont De Nemours & Company Subdivision, as of record in Book 1424, page 132, Register's Office for Davidson County, Tennessee. Being an additional part of Lot 80, said additional frontage being as follows: 11 feet on the easterly margin of Cleve Street and extending back in an easterly direction for an additional distance of 95 feet and the southerly line extending back for an additional distance of 95 feet also, to a dead line in the rear upon which it measures an additional 11 feet.

Being the same property conveyed to Michelle Marlin by deed from Randall Marlin dated January 28, 1984, of record in Book 6227, page 163, Register's Office for Davidson County, Tennessee.

Michele Marlin, Michelle Marlin, Deborah M. Marlin, and Michele V. Marlin are one and the same person.

This instrument is executed on behalf of Deborah M. Marlin by virtue of a written Power of Attorney of record in Instrument No. 20170713-0070679, Register's Office for Davidson County, Tennessee.

Exhibit "A"

Contractor Agreement

This Agreement is made between TK2020mac A/CAW TN ("Owner"), with a principal place of business at 1503 Cleves St, old Hickory, TN 37138 and C and P Stewart ("Contractor"), with a principal place of business at 4801 Payne Rd Antioch TN 37013

1. Services to Be Performed

Contractor shall furnish all labor and materials to construct and complete the project shown on the contract documents contained or specified in Exhibit A, which is attached to and made part of this Agreement.

2. Payment

☐ **A.** Owner shall pay Contractor for all labor and materials the sum of $ 43,000.00.

☐ **B.** Owner shall pay Contractor $ 1,000.00 month at 10% interest for labor. Materials shall be paid for by Owner upon delivery to the worksite or as follows: Each month 1,000.00.

3. Terms of Payment

☑ **A.** Upon completing Contractor's services under this Agreement, Contractor shall submit an invoice. Owner shall pay Contractor within Each month days from the date of Contractor's invoice.

☑ **B.** Contractor shall be paid $ 1,000.00 Each month upon signing this Agreement and the remaining amount due when Contractor completes the services and submits an invoice. Owner shall pay Contractor within 50 month 3 days from the date of Contractor's invoice.

☑ **C.** Contractor shall be paid according to the Schedule of Payments set forth in Exhibit 10% attached to and made part of this agreement.

☑ **4. Late Fees**

If Client is late paying Contractor, Contractor's damages will be difficult to measure. As a reasonable estimate of the damages Contractor will sustain, and as liquidated damages and not as a penalty, Client agrees to pay Contractor an additional 10%% per month interest charge on the amount owed, or the legally allowed maximum, whichever is less.

5. Time of Completion

The work to be performed under this Agreement shall commence on Jan 1, 2018 and be substantially completed on or before Aug 1, 2018.

6. Permits and Approvals

☑ **A.** Owner shall be responsible for determining which state and local permits are necessary for performing the specified work and for obtaining and paying for the permits.

☐ **B.** Contractor shall be responsible for determining which state and local permits are necessary for performing the specified work and for obtaining and paying for the permits.

7. Warranty

Contractor warrants that all work shall be completed in a good workmanlike manner and in compliance with all building codes and other applicable laws.

8. Site Maintenance

Contractor agrees to be bound by the following conditions when performing the specified work:

- Contractor shall remove all debris and leave the premises in broom-clean condition.
- Contractor shall perform the specified work during the following hours: _____.
- Contractor agrees that disruptively loud activities shall be performed only at the following times: 7am to 7pm.
- At the end of each day's work, Contractor's equipment shall be stored in the following location: On site.

9. Subcontractors

Contractor may at its discretion engage subcontractors to perform services under this Agreement, but Contractor shall remain responsible for proper completion of this Agreement.

10. Independent Contractor Status

Contractor is an independent contractor, not Owner's employee. Contractor's employees or subcontractors are not Owner's employees. Contractor and Owner agree to the following rights consistent with an independent contractor relationship:

☑ Contractor has the right to perform services for others during the term of this Agreement.

☑ Contractor has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed.

☐ Contractor or Contractor's employees or subcontractors shall perform the services required by this Agreement;

☐ Owner shall not hire, supervise, or pay any assistants to help Contractor.

☐ Owner shall not require Contractor or Contractor's employees or subcontractors to devote full time to performing the services required by this Agreement.

☐ Neither Contractor nor Contractor's employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Owner.

11. Local, State, and Federal Taxes

Contractor shall pay all income taxes and FICA (Social Security and Medicare taxes) incurred while performing services under this Agreement. Owner will not:

- withhold FICA from Contractor's payments or make FICA payments on Contractor's behalf
- make state or federal unemployment compensation contributions on Contractor's behalf, or
- withhold state or federal income tax from Contractor's payments.

The charges included in Paragraph 2 do not include taxes. If Contractor is required to pay any federal, state, or local sales, use, property, or value added taxes based on the services provided under this Agreement, the taxes shall be billed separately to Owner. Owner shall be responsible for paying any interest or penalties incurred due to late payment or nonpayment of any taxes by Owner.

12. Insurance

Contractor agrees to obtain adequate business liability insurance for injuries to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees or subcontractors.

13. Terminating the Agreement

This Agreement may be terminated:

- without cause by 30 days' prior written notice by either party, or
- with cause, immediately upon material breach of any term of this Agreement by either party.

☑ **A.** Client shall promptly pay Contractor for services performed before the effective date of termination.

☑ **B.** Client shall promptly pay Contractor the sum of $_____ for services performed before the effective date of termination.

14. Exclusive Agreement

This writing (including any exhibits) is the entire Agreement between Contractor and Owner.

The exhibits attached to this Agreement are Kitchen / Fence / Plumbing / Roof Gravel Drive way

☐ **15. Modifying the Agreement**

Owner and Contractor recognize that:

- Contractor's original cost and time estimates may be too low due to unforeseen events or to factors unknown to Contractor when this Agreement was made.
- Owner may desire a midproject change in Contractor's services that would add time and cost to the project and possibly inconvenience Contractor, or
- Other provisions of this Agreement may be difficult to carry out due to unforeseen circumstances.

If any intended changes or any other events beyond the parties' control require adjustments to this Agreement, the parties shall make a good faith effort to agree on all necessary particulars. Such agreements shall be put in writing, signed by the parties, and added to this Agreement.

16. Resolving Disputes

☐ **A.** If a dispute arises under this Agreement, any party may take the matter to court.

☐ If any court action is necessary to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs, and expenses in addition to any other relief to which the party may be entitled.

☐ **B.** If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in 30 Days. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If the dispute is not resolved within 30 days after it is referred to the mediator, any party may take the matter to court.

☐ If any court action is necessary to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs, and expenses in addition to any other relief to which the party may be entitled.

☐ **C.** If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in _____. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in _____. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

17. Notices

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- when delivered personally to the recipient's address as stated on this Agreement
- three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement, or
- when sent by fax or electronic mail, such notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

18. No Partnership

This Agreement does not create a partnership relationship. Neither party has authority to enter into contracts on the other's behalf.

19. Applicable Law and Jurisdiction

This Agreement will be governed by the laws of the state of TN, and any disputes arising from it must be handled exclusively in the federal and state courts located in _____.

Signatures

Signature of Owner _____ Date Jan 1, 2018

Printed Name of Owner Ed Tezozomoc Acatitla Title OWNER

Signature of Contractor _____ Date Jan 1, 2018

Printed Name of Contractor Leslie Capajuma Title President

Taxpayer ID Number: _____

☐ This agreement may be signed by an electronic or digital signature.