THIS INSTRUMENT WAS PREPARED BY and
PLEASE RETURN TO:

W. AARON FORTNER, PLLC
810 CRESCENT CENTRE DRIVE, SUITE 110
FRANKLIN, TENNESSEE 37067

Karen Johnson Davidson County
Batch# 470089 **DEEDQC**
09/04/2020 08:50:11 AM 7 pgs
Fees: $37.00 Taxes: $0.00
20200904-0101076

QUITCLAIM DEED

Address of New Owners:	Send Tax Bills To:	Tax ID No.: 49-1788647
DY Properties II, LLC 816A 19th Avenue North Nashville, TN 37208	Owner	CURRENT: 092-07-0H-001.00 CO and 092-07-0-301.00 NEW for 2020: 816A - 092 07 0H 001.00 816B - 092 07 0H 002.00 816C - 092 07 0H 003.00 816D - 092 07 0H 004.00

For and in consideration of the sum of no Dollars and no Cents, cash in hand paid by the hereinafter named Grantee, and for other good and valuable consideration, the receipt of which is hereby acknowledged, **DY Construction, Inc.**, hereinafter called the Grantor, does hereby Quitclaim and convey unto **DY Properties II, LLC, a Tennessee Limited Liability Company**, hereinafter called the Grantee(s), their heirs and assigns, all of its right, title, and interest in and to the following described Real Property in **Davidson County**, State of Tennessee, described as follows, to wit:

Real property in Davidson County, Tennessee, being **Unit Nos. 816A, 816B, 816C, & 816D**, as set out and depicted in the DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR 19th Avenue North Estates Townhomes, A HORIZONTAL PROPERTY REGIME WITH PRIVATE ELEMENTS, of record at Instrument No. 20190129-0008616, Davidson County Register of Deeds, as amended at Instrument No. 20190514-0045489, Davidson County Register of Deeds, to which reference is hereby made for a more full and complete description of the real property.

Being the same property conveyed to DY Construction Inc., by deed from DY Properties and DY Properties II, LLC, of record in Instrument No. 20190129-0008614, Davidson County Register of Deeds.

This is property commonly known as 816A, 816B, 816C, & 816D 19th Avenue North Nashville, TN 37208.

Witness the hand of the Grantor's authorized representative,
this 24 **day of** August **, 2020:**

DY Construction, Inc.

By: x _____

Name: DeRon Jenkins

Title: Owner

STATE OF Tennessee)
)
COUNTY OF Davidson)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Deron Jenkins (Print Signor's Name), with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who upon oath acknowledged himself/herself to be the President / Owner (Print Signor's Title) of **DY Construction, Inc.**, the within named bargainor, and further acknowledged that such person executed the foregoing instrument in behalf of **DY Construction, Inc.** for the purposes therein contained.

Witness my hand and official seal on this the 24 day of August, **2020**:

NOTARY PUBLIC

My Commission Expires: 03-07-2023

MARCELLA F. LOCKHART STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY MY COMMISSION EXPIRES 3-7-2023

STATE OF TENNESSEE

COUNTY OF Davidson

THE ACTUAL CONSIDERATION FOR THIS TRANSFER IS **$0.00**.

Affiant

SWORN AND SUBSCRIBED TO BEFORE ME, THIS THE 24 DAY OF August, **2020**:

Notary Public

My Commission Expires: 11.03.20

ANN GRANVILLE HEATON STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY MY COMMISSION EXPIRES 11-3-2020

PROPERTY OWNER LIEN AFFIDAVIT AND AGREEMENT

Come(s) now DY Properties II, LLC, a Tennessee Limited Liability Company, who, by signing below, state(s) that the following statements are true and correct, and that they agree with the terms and conditions thereof:

1. That I/we, the undersigned owner(s), own in fee simple the following real property commonly known as Davidson County, Tennessee: 816A, 816B, 816C, & 816D 19th Avenue North, Nashville, TN 37208
2. That the undersigned owner(s) is/are the only persons in possession of said property.
3. That all obligations to pay anyone for labor, materials, or services for improvement of the property which may be the basis for any lien on said property are fully paid, and no disputes exist regarding such matters.
4. That no security interest under the Uniform Commercial Code has been perfected against the real property itself, its improvements, fixtures, or materials during our ownership of the property, except for such interest that have been paid in full and released.
5. That there are no judgments, pending litigation, executions, or attachments in or from any court or other adjudicatory body affecting this said property of these owner(s) having attached during the ownership of the undersigned owner(s). Further, that no bankruptcy proceeding in any Federal Court has been filed against or by the said owner(s) during their ownership of said property. Further, any and all property taxes currently due are paid in full.
6. There is no outstanding contract of sale, conveyance, easement, lien, mortgage, or other encumbrance affecting said property, whether created by the undersigned owner(s) or others, other than as disclosed in the current Commitment for Title Insurance issued by W. Aaron Fortner, PLLC (hereinafter, "Settlement Agent"), or as shown as being paid in full at or before this closing on the closing statement of any kind prepared for this transaction, which has been reviewed by the undersigned owner(s). Further, the undersigned is aware of no condition or issue regarding correctness of property boundaries or legal descriptions that would affect title or ownership of the said property.
7. That all persons who have executed or will execute instruments conveying or encumbering said property are at least 18 years old, are the sound mind and legal capacity to contract, and are free from legal disability. Further, my marital status as indicated in all documents signed as a part of this transaction is correct.
8. That in consideration of the willingness of Settlement Agent to insure the "Gap" (meaning that period of time between its last search of the public record and the recording of the insured instrument(s)) the undersigned owner(s) agree(s) to indemnify and hold harmless said Settlement Agent against any loss or expense due to any matter arising out of any claim of right which may arise, by the recording of any instrument perfecting any claim or otherwise, during said "Gap".
9. That the undersigned owner(s) make(s) this statement for the express purpose of inducing Settlement Agent to issue title insurance with only standard exceptions, and to enable said owner(s) to receive the consideration or proceeds for the sale, lease, or mortgage of said property accomplished by this closing. The undersigned owner(s) further guarantee and warrant the statements of fact herein, which shall be construed as a continual contractual obligation in favor of Settlement Agent and Old Republic National Title Ins. Co.
10. That in consideration of the issuance of title insurance commitments and policies by Settlement Agent as aforesaid, the undersigned owner(s) agree(s) to indemnify and hold harmless Settlement Agent and Old Republic National Title Ins. Co. against all loss or expense on account of any matter or thing omitted from the foregoing factual statement, including the costs of enforcing this agreement.
11. The undersigned owner(s) further agree, by their signature(s) below, that they shall satisfy on demand of Settlement Agent any lien, mortgage, or other security interest that affects the said property and is not disclosed by this agreement or in the HUD-1 Settlement Statement or Commitment for Title Insurance prepared for this closing, or that is so disclosed, but is, for whatever reason, not fully satisfied by the amounts listed in said documents, or any other claim or obligation affecting the title to said property that was or is later created by the actions of the undersigned owner(s) or such claims or obligatons created by the actions of others but which were assumed or accepted by the undersigned owner(s) or attached to the said property with the knowledge or consent of the undersigned owners.
12. *It is agreed by the undersigned that a scan or photocopy of this original document shall be considered as the original document for any and all purposes.*

It is so understood and agreed this 24 **day of** August, 20 20**:**

DY Properties II, LLC — DY Properties By Debra Jukes

STATE OF Tennessee
COUNTY OF Davidson

Sworn to and subscribed before me this 24 day of August, 2020

Notary Public

My commission expires: 03-07-2023

MARCELLA F. LOCKHART
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 3-7-2023

Agreement for Cooperation in Correction of Errors or Omissions

RE: 816A, 816B, 816C, & 816D 19th Avenue North, Nashville, TN 37208

Our file # 20-WAF-1071

The undersigned parties to this transaction acknowledge that they have been advised today by their receipt and signing of this document at closing that the documents which they are executing this date associated with this closing have not been finally reviewed after their execution by the Lender, and do not have prior approval of or acceptance by all potential future loan servicers or investors who may purchase this loan. As a condition of the Settlement Agent, W. Aaron Fortner, PLLC, proceeding with this transaction, said parties agree that immediately upon the request of the Settlement Agent they will execute whatever additional documents that may be required in order to insure marketability of this mortgage loan, or will correct documents presented at this closing to ensure the correctness and completeness of said documents.

The undersigned parties further understand and agree that if there are later discovered any omissions or errors made by the Settlement Agent or lender or real estate agent involved in this transaction regarding monies to be collected from or paid by the parties, or regarding the parties' obligations, monetary or otherwise, whether related to costs to be paid or services or repairs to be provided by the parties, that are required by their contacts to buy or sell or finance the subject property, that they will comply immediately with the Settlement Agent's request for their cooperation in correcting said errors or omissions by making said payments or performing whatever other obligation is necessary in order to correct said error or omission. This is agreed to in order to prevent any unjust shortfall or any unjust enrichment to the parties as a result of any such error or omission. The parties further acknowledge that it shall under no circumstances be the responsibility of the Settlement Agent, lender, or real estate agent involved in this transaction to pay any sums erroneously not collected from or paid by the parties or to provide any service erroneously not required of or provided by the parties in relation to this transaction, as this would be an unfair windfall to the parties.

Said parties further agree that any request to the parties to execute the such additional documents, or to corrective documents, or for corrections to existing documents, or for the payment of any sum or the performances of any obligation required by the agreements or contracts associated with this transaction shall constitute prima facie evidence of the necessity for the same.

Said parties acknowledge that their failure or refusal to execute the such additional documents, or to correct those already executed, may constitute a default under the terms of the loan documents and may give the lender the option of declaring all sums secured by the loan documents immediately due and payable, or may result in breach of the underlying contract of purchase, sale, or financing of the subject property.

It is agreed by the undersigned parties that a scan or photocopy of this original document shall be considered as the original document for any and all purposes.

It is so agreed on this ____ day of _____, 20___:

_____ _____

DY Properties II, LLC, a Tennessee Limited Liability Compa

DY Properties _____ _____

COVID-19 EMERGENCY AFFIDAVIT AND INDEMNIFICATION AGREEMENT

File Number: **20-WAF-1071**
Subject Property: **816A, 816B, 816C, & 816D 19th Avenue North, Nashville, TN 37208**

THIS COVID-19 EMERGENCY AFFIDAVIT AND INDEMNIFICATION AGREEMENT is made this ____ **day of** _____, **20**___, by the following parties, individually and in the capacity herein stated:

Purchaser/Borrower: **DY Properties II, LLC**
Seller (if any):

The aforesaid parties are herein collectively referred to as the "Affiants." Affiants have executed this Agreement in order to induce Old Republic National Title Insurance Company ("Old Republic Title") to issue its policy or polices of title insurance to **DY Properties II, LLC** (Owner) and/or **Truxton Trust Company** (Lender) with respect to the property described in Commitment No. 20-WAF-1071 and in order to induce **W. Aaron Fortner, PLLC** (Settlement Agent) to conduct the settlement or closing or to issue the said policies as a standalone service.

Certifications

NOW, THEREFORE, the Affiants, being first duly sworn and under penalty of perjury, certify and acknowledge to **Old Republic Title Insurance Company** and **W. Aaron Fortner** (Settlement Company) as follows:

1. That currently, some Tennessee Register of Deeds offices have temporarily closed or have restricted access, and others may soon follow suit. These necessary closures for an undetermined period are resulting in disruptions to the title search, transfer of title, and recording processes.

2. That neither the above said Settlement Agent nor Old Republic Title insurance can provide an estimate as to the date of recording of the Deed, Deed of Trust, or other title documents in the event that the Register of Deeds closes its offices.

3. That Affiants may not be able to sell or refinance the property, obtain building permits or demonstrate record ownership until the date that the Deed or Deed of Trust or other title documents are recorded in the land records.

4. At the time of recording, if any intervening matters are discovered during the Gap Period (Gap Period covers time period between the last effective date of the title commitment and the date/time of recording of the Deed, Deed of Trust or other title documents), the Affiants agree to promptly remove, release, pay or otherwise dispose of, to the satisfaction of Old Republic Title in its sole discretion, all liens, real property taxes, encumbrances or other matters, etc. filed or recorded against the property/Affiants during the Gap Period.

5. That during the Gap Period, **the Affiants agree that *they will not allow and will not take any action following today's settlement that may result in any lien, encumbrance or other matter affecting title being granted/filed/recorded/placed against the above noted Subject Property, other than those created in this transaction.***

Indemnification

1. The Affiants, jointly and severally, agree to indemnify, defend, and hold Old Republic Title Insurance Company and W. Aaron Fortner, PLLC (Settlement Agent), their employees, owners, or insurers, harmless from all liability, loss or damage of any nature, including attorney's fees and court costs, which Old Republic Title Insurance Company and/or Settlement Agent may sustain or incur if at the time of recording any intervening matters are discovered during the Gap Period. Additionally, the Affiants agree to promptly remove, release, pay or otherwise dispose of, to the satisfaction of Old Republic Title Insurance Company in its sole discretion, all liens, real property taxes, encumbrances or other matters, etc., filed or recorded against the property/Affiants during the Gap Period.

2. Notwithstanding anything in this Agreement which may be construed to the contrary, the Affiants agree that Old Republic Title Insurance Company and W. Aaron Fortner, PLLC (Settlement Company) shall not have to pay, incur or sustain a monetary loss in any amount respecting the performance of this Agreement, before being entitled to call upon the Affiants to provide to Old Republic Title Insurance Company and Settlement Agent all funds necessary to pay, satisfy, compromise or do any other act necessary to obtain a release, discharge or disposition with respect to any intervening matters. Affiants shall promptly furnish such funds so demanded.

3. The liability of Affiants under this Agreement is direct and primary and is not conditioned or contingent upon prior pursuit of any remedies by Old Republic Title or Settlement Agent, except for demand for performance by Old Republic Title Insurance Company or Settlement Agent upon Affiants.

4. Wherever used in this Agreement the singular shall be construed to mean the plural and the plural shall be construed to mean the singular, as the case may be. This Agreement is binding upon Affiants and each of them, jointly and severally, and their heirs, personal representatives, assigns and legal successors. *Further, it is agreed by the undersigned that a scan or photocopy of this original document shall be considered as the original document for any and all purposes.*

IN WITNESS WHEREOF, the Affiants have set their hands this ____ **day of** _____, **20**___:

Buyers/Borrowers:

WITNESS: _____

WITNESS: _____

BY: _____

DY Properties II, LLC

BY: _____

WITNESS: _____ BY: _____

WITNESS: _____ BY: _____

Sellers (if any):

WITNESS:

_____ BY: _____

WITNESS:

_____ BY: _____

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

On this day 24/08/2020, before me personally appeared **DY Properties II, LLC**, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that such person(s) executed the same as such their free act and deed.

Witness my hand, at office, this 24, Aug, 2020.

_____
Notary Signature

My commission expires: 03-07-2023

MARCELLA F. LOCKHART
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 3-7-2023

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

On this day, ___/___/20___, before me personally appeared , to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that such person(s) executed the same as their free act and deed.

Witness my hand, at office, this _____, 20___:

_____
Notary Signature

My commission expires: _____