(1)

Karen Johnson Davidson County
Batch# 503009 DEEDWARR
10/29/2020 09:27:15 AM 3 pgs
Fees: $18.00 Taxes: $741.07

20201029-0125594

Send Tax State
New Owner

This Instrument Prepared By/Return To:
JOHN G. MITCHELL, III
Attorney at Law
1535 W. Northfield Blvd., Unit 16
Murfreesboro, TN 37129

Name and Address of New Owner:

Ismael Berrios Jr.
4116 Saddlecreek Way
Antioch, TN 37013

From Information Furnished By
The Parties

Map & Parcel: 175-2-G-22CO

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned, **OLE SOUTH PROPERTIES, INC., A TENNESSEE CORPORATION,** has this day bargained and sold and does hereby transfer and convey unto **ISMAEL BERRIOS JR AND DORIS CASTRO, HUSBAND AND WIFE,** their heirs and assigns, forever, that certain parcel of real estate located in Davidson County, State of Tennessee, and being described as follows, to-wit:

Being all of Unit No. 5501, on the plan of Old Hickory Commons, Section Five, a Planned Unit Development, according to plat and survey appearing of record in Instrument Number 20190502-0040940, amended in 20190502-0040941, of the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for more complete details of location and description of said lot.

Being the same property conveyed to Ole South Properties, Inc., a Tennessee Corporation, by deed from Old Hickory Commons, LLC, a Tennessee Limited Liability Company dated September 8, 2020, appearing of record in Instrument Number 20200911-0103981, of the Register's Office of Davidson County, Tennessee.

This conveyance is made subject to Declaration of Covenants, Restrictions and Conditions contained in instrument of record in Instrument Number 20190502-0040940, amended in 20190502-0040941; Stormwater Detention Agreement for Old Hickory Commons filed as Instrument Number 20060307-0026092; Fifty- Foot (50') Colonial Pipeline Easement filed for record in Book 3570, page 11; Declaration of Protective Covenants, Conditions and Restrictions for Old Hickory Commons Section One, filed for record as Instrument Number 20070920-00112646, as amended by Instrument Number 20071213-0143334 and as further amended by Instrument Number 20080710-0071087; Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions and Master Deed for Old Hickory Commons, filed for record as Instrument Number 20080317-0026338, as amended by Instrument Number 201012220-101832, as further amended by Instrument Number 20130322-0028759 and further amended by Instrument Number 20140207-0011094, and in Instrument Number 20170602-0055284; Supplemental Declaration of Covenants, Conditions and Restrictions and Master Deed for Old Hickory Commons Sections Two and Three and Amendment, filed for record as Instrument Number 20081117-0113467, as further amended by Instrument Number 20130322-0028759 and further amended by Instrument Number 20140207-0011094; A Communications Equipment Easement granted to Tennessee Telephone Company, a Tennessee Corporation, d/b/a/ TDS Telecom, a corporation, of record as Instrument Number 20080709-0070604; a Communications Equipment Easement granted to Tennessee Telephone Company, a Tennessee Corporation, d/b/a TDS Telecom, a corporation, of record as Instrument Number 20081121-0114642; Grant of Easement between Old Hickory Commons, LLC and Comcast of Nashville 1, LLC, recorded as Instrument Number 20161212-0130102; Transmission Line Easements in Book 2344, page 432, Book 4425, page 535, Book 11124, page 716; Boundary Survey Plat in Instrument Number 20190820-0083637; and to any and all matters shown on said plat and survey of record in Instrument Number 20190502-0040940, amended in Instrument Number 20190502-0040941; all of said Register's Office.

THIS conveyance is subject to any and all existing easements and/or restrictions of record.

TO HAVE AND TO HOLD said real estate, together with all of the appurtenances, estate and title thereunto belonging unto the said **ISMAEL BERRIOS JR AND DORIS CASTRO, HUSBAND AND WIFE,** their heirs and assigns, forever.

The undersigned covenants with the said Grantee that it is lawfully seized and possessed of said parcel of real estate, and that it has a good right to convey the same and that it is un-encumbered, except for the lien of the 2020 real property taxes which have been prorated between the parties and are assumed by the Grantee.

The undersigned further covenants and binds itself, its successors and assigns to forever warrant and defend the title to said real estate to the Grantee, his heirs and assigns, against the lawful claims of all persons, whomsoever.

This property is subject to and includes any and all lawful easements, setback lines, restrictions, etc. of record and applying to the within described property and to the zoning regulations of the appropriate governmental body.

IN WITNESS WHEREOF, the undersigned has executed this instrument 13th day of October, 2020.

OLE SOUTH PROPERTIES, INC.,
a Tennessee Corporation

BY: _____
John Davis, Vice President

STATE OF TENNESSEE)
)
COUNTY OF RUTHERFORD)

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named John Davis, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Vice President of Ole South Properties, Inc., the bargainor, and that he as such Vice President, executed the foregoing instrument (WARRANTY DEED) for the purposes therein contained, by signing the name of the corporation by himself as its Vice President.

WITNESS MY HAND AND OFFICIAL SEAL in Murfreesboro, Tennessee, this the 13th day of October, 2020.

DOROTHY M. SANDERS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 5-9-2023

_____
NOTARY PUBLIC
My Commission Expires: 5-9-2023

AFFIDAVIT

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $200,290.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

AFFIANT

SWORN to and subscribed before me,
this 13th day of October, 2020.

NOTARY PUBLIC
My Commission Expires: 5-9-2023

DOROTHY M. SANDERS
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 5-9-2023