1-9231-AP

LIMITED WARRANTY DEED

Karen Johnson Davidson County
Batch# 514168 DEEDWARR
11/10/2020 03:53:30 PM 6 pgs
Fees: $33.00 Taxes: $2,468.41
20201110-0132805

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

I hereby swear or affirm that the actual consideration or value, whichever is greater, for this transaction is $667,139.00.

Karl Sillay

Subscribed and sworn to before me, this the 6th day of November, 2020.

Jim Myers
Notary Public

My Commission Expires: 11/6/2024

JIM MYERS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

THIS INSTRUMENT PREPARED BY
Midtown Title, LLC
1704 Charlotte Avenue, Suite 105
Nashville, TN 37203

Address New Owner:	Send Tax Bills To:	Map-Parcel Number:
Karl Sillay 2116B Sharondale Drive Nashville, TN 37215	CrossCountry Mortgage, LLC 6850 Miller Road Brecksville, OH 44141	117-03-3B-001.00

STATE OF TENNESSEE)
) **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF DAVIDSON)

This Indenture, made as of the date set forth below, between **Drees Premier Homes, Inc, an Ohio corporation** (referred to hereinafter as "Grantor"), and **Karl Sillay, married man** (referred to hereinafter as "Grantee").

WITNESSETH:

Grantor, for and in consideration of the sum of SIX HUNDRED SIXTY SEVEN THOUSAND ONE HUNDRED THIRTY NINE AND 00/100 ($667,139.00) Dollars, and other good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, hereby bargains and sells and does hereby transfer and convey unto Grantee and its Grantee's successors and assigns, (a) that certain land located in Davidson County, Tennessee, as further described in **Exhibit "A"**, attached and incorporated by reference and being commonly known as improved property located at 2116B Sharondale Drive, Nashville, TN 37215 ; and (b) all rights and appurtenances of Grantor pertaining thereto including any right, title and interest of Grantor (but without warranty, whether statutory, express or implied) in and to adjacent streets, alleys or rights-of way.

The property and property rights described in (a) and (b) above shall be hereinafter collectively referred to the **"Subject Property".**

The conveyance of the Subject Property is made by Grantor and accepted by Grantee subject to (a) the matters herein stated, (b) all matters of record including those matters set forth in **Exhibit "B"** attached hereto and incorporated by reference herein for all purposes, but only to the extent such matters are valid, subsisting and affect the Subject Property (the "**Permitted Exceptions**").

EXCEPT AS TO THE WARRANTY OF TITLE AS EXPRESSLY PROVIDED HEREIN, GRANTEE ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY PROVIDED HEREIN, GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATION WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, OF, AS TO, CONVENING, OR WITH RESPECTS TO, (i) THE VALUE, NATURE, QUALITY OR CONDITION OF THE SUBJECT PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (ii) THE SUITABILITY OF THE SUBJECT PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH MAY BE CONDUCTED THEREON, (iii) THE COMPLIANCE OF OR BY THE SUBJECT PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (iv) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SUBJECT PROPERTY, OR (v) ANY OTHER MATTER WITH RESPECT TO THE SUBJECT PROPERTY. SPECIFICALLY, BUT NOT IN LIMITATION OF THE FOREGOING, GRANTEE FURTHER ACKNOWLEDGES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES REGARDING COMPLIANCE OF THE SUBJECT PROPERTY WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING WITHOUT LIMITATION, THOSE PERTAINING TO SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT C.F.R., PART 261, OR THE DOSPOSAL OR EXISTENCE, IN OR ON THE SUBJECT PROPERTY, OR ANY HAZARDOUS SUBSTANCES, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND THE REGULATION PROMULGATED THEREUNDER. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE SUBJECT PROPERTY, GRANTEE IS RELYING SOLEY ON GRANTEE'S OWN INVESTIGATION OF THE SUBJECT PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR. GRANTEE FURTHER ACKNOWLEDGED AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECTS TO THE SUBJECT PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

TO HAVE AND TO HOLD the Subject Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns, forever; and Grantor, for its successors, assigns and legal representatives, does covenant and agree to and with the Grantee, its successors and assigns, that Grantee in lawfully seized in fee simple of the aforesaid premises, that the same is free of all encumbrances (subject, however, to (a) the Permitted Exceptions and the matters herein stated; and (b) taxes for the year 2021), that it has a good right to sell and convey the same to Grantee as aforesaid and that it will warranty and forever defend, all and singular, the Subject Property unto Grantee, his/her/their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

SIGNATURES ON FOLLOWING PAGE.

202011100132805

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on this the 6th day of November, 2020.

GRANTOR:

Drees Premier Homes, Inc,
an Ohio corporation

By: _____
Michael D. Carey, Assistant Secretary

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Michael D. Carey, the within named bargainor(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he is the Assistant Secretary of Drees Premier Homes, Inc, the maker, and is authorized by the maker to execute the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office this the 6th day of November, 2020.

_____
Notary Public
My Commission expires: 3/8/2021



EXHIBIT "A"

LEGAL DESCRIPTION

BEING certain private element unit(s) situated in Davidson County, Tennessee, and further known as Unit B, together with the appurtenant common elements of The Homes at 2116 Sharondale Drive, created under Title 66, Section 27-101, et seq., as amended, Tennessee Code Annotated, and as established by the Declaration of Covenants, Conditions and Restrictions for The Homes at 2116 Sharondale Drive, a horizontal property regime with private elements, of record in Instrument No. 20190402-0029656; as amended in Instrument No. 20190617-0057934; and in Instrument No. 20200302-0023204, Register's Office for Davidson County, Tennessee, to which reference is hereby made. Said Unit(s) being also depicted on the site plan attached as exhibit to said Declaration, as amended. The easements, restrictive covenants, conditions and regulations imposed upon and relating to the units, property, co-owners and tenants of The Homes at 2116 Sharondale provided in said Declaration, as amended, together with the By-Laws appended thereto, the aforementioned site plan, and the undivided percentage interest in the Common Elements appurtenant to each Unit, are incorporated herein by reference and made a part hereof the same as though copied herein for a more complete identification, description and placement of such Unit(s).

Being a portion of the same property conveyed to Drees Premier Homes, Inc., an Ohio corporation by Warranty Deed from Karl A. Sillay and spouse, Elizabeth G. Sillay, dated February 24, 2020, recorded March 2, 2020, of record in Instrument No. 20200302-0023205, Register's Office for Davidson County, Tennessee.

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. This Conveyance is subject to the matters set forth below, if any, as well as any and all zoning regulations, building restrictions, setback lines, conditions, covenants, and restrictions (as may be amended or supplemented), all easements, utility easements or rights of ways for public utilities that appear in the appropriate public record.

2. Davidson County taxes for the year 2020 and thereafter, not yet due and payable.

3. All matters appearing on the site plan attached as exhibit to the Declaration of Covenants, Conditions and Restrictions for The Homes at 2116 Sharondale Drive, a horizontal property regime with private elements, of record in Instrument No. 20190402-0029656; as amended in Instrument No. 20190617-0057934; and in Instrument No. 20200302-0023204, Register's Office for Davidson County, Tennessee.

4. All matters appearing on the plan of record in Book 1130, page 15, Register's Office for Davidson County, Tennessee.

5. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Declaration of Covenants, Conditions and Restrictions for The Homes at 2116 Sharondale Drive, a horizontal property regime with private elements, of record in Instrument No. 20190402-0029656; as amended in Instrument No. 20190617-0057934; and in Instrument No. 20200302-0023204, Register's Office for Davidson County, Tennessee; and as provided in those By-Laws appended thereto.

6. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Restrictive Covenants of record in Book 662, page 807; and in Book 1005, page 365, Register's Office for Davidson County, Tennessee.

7. Lien for special assessments as provided in the Declaration of Covenants, Conditions and Restrictions.

8. Rights of others in and to the common area/elements.

9. All terms, provisions and conditions as set forth under the Tennessee Horizontal Property Act, Title 66, Section 27-103(b), et seq., as amended, Tennessee Code Annotated, and as they pertain to a planned unit development being created and existing under said Act.

202011100132805

True Copy Certification

I, Christopher M. Corriveau, 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 Davidson

Personally appeared before me, Rachel Marie Collins, a notary public for the state of Tennessee, Christopher M. Corriveau who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary Signature

My Commission Expires: 3-6-2024

