Karen Johnson Davidson County
Batch# 551163 DEEDWARRSP
01/11/2021 08:41:30 AM 4 pgs
Fees: $23.00 Taxes: $1,109.63
20210111-0004299

Special Warranty Deed

WHEN RECORDED RETURN TO
Midtown Title, LLC
1704 Charlotte Avenue, #105
Nashville, TN. 37203
File No. 1-10266-RR

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $299,900.00

Affiant

Subscribed and sworn to before me, this the 6th day of January, 2021.

Notary Public

My commission expires: 1/3/2023

ROZALIND RUTH STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

THIS INSTRUMENT WAS PREPARED BY
WAGON WHEEL TITLE
204 SOUTH 11TH STREET
NASHVILLE, TN 37206
615.650.5100

Address of New Owner(s) as follows:	Send Tax Bills To:	Map/Parcel Numbers:
Cory Micah Tymensky	CMG Mortgage, Inc. dba CMG Financial	156-05-0-019.00
965 Harpeth Bend Drive	3160 Crow Canyon Rd., Ste 400	
Nashville, TN 37221	San Ramon, CA 94583	

FOR AND IN CONSIDERATION OF THE SUM OF ONE DOLLAR ($1.00), CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEE(S), AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, I/WE, **AUTO-OWNERS INSURANCE COMPANY, A MICHIGAN CORPORATION**, HEREINAFTER CALLED THE GRANTOR(S), HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO **CORY MICAH TYMENSKY, UNMARRIED,** HEREINAFTER CALLED THE GRANTEE(S), HIS/HER/THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN **DAVIDSON** COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

Land in Davidson County, Tennessee, being Lot No. 802 on the Plan of Section Four, First Addition, Harpeth Woods of record in Plat Book 5200, Page 635, in the Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

Being the same property conveyed to Matthew D. Horschler, an unmarried man by Warranty deed from Timothy L. Cotton and wife, Mari E. Thomas now know as Mari E. Cotton of record in Instrument No. 20150227-0017046 Register's Office for Davidson County, Tennessee, dated February 25, 2015 and recorded on February 27, 2015.

Being the same property conveyed to Auto-Owners Insurance Company, a Michigan corporation by Warranty deed from Matthew D. Horschler, an unmarried man of record in Instrument No. 20200921-0107962 Register's Office for Davidson County, Tennessee, dated September 16, 2020 and recorded on September 21, 2020.

See attachment to Special Warranty Deed attached hereto and incorporated herein by reference.

The address of the herein described property is believed to be 965 Harpeth Bend Drive, Nashville, TN 37221, but 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 said real estate, with the appurtenance, estate, title and interest thereto belonging, to the Grantee(s), their successors, heirs and assigns forever, I/we covenant that I/we are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered, except for those encumbrances set forth hereinafter.

I/we further covenant and bind myself/ourselves, my/our heirs and representatives, to warrant and forever defend the title to said real estate to said Grantee(s), his/her/their successors, heirs and assigns, against the lawful claims of any person(s) claiming by, through, or under Grantor(s), but no others.

Whenever 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 MY/OUR HANDS EFFECTIVE AS OF THE 6th day of January, 2021.

Auto-Owners Insurance Company, a Michigan Corporation

By: _____
Jamie P. Whisnant, Senior Vice President

By: _____
Michael D. Pike, Executive Vice Presdient

STATE OF MICHIGAN
COUNTY OF EATON

Personally appeared before me, the undersigned, a Notary Public in and for the County and State, the within named Jamie P. Whisnant, 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 Senior Vice President of Auto-Owners Insurance Company, a Michigan Corporation, and that he/she, acting in such capacity, and authorized so to do, executed the foregoing instrument on behalf of said corporation for the purposes therein contained.

Witness my hand and seal this 6 day of January, 2021.

_____
Notary Public

My Commission Expires:

CORIE L KECK
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF INGHAM
My Commission Expires September 14, 2027
Acting in the County of Eaton

STATE OF MICHIGAN
COUNTY OF EATON

Personally appeared before me, the undersigned, a Notary Public in and for the County and State, the within named Michael D. Pike, 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 Executive Vice President of Auto-Owners Insurance Company, a Michigan Corporation, and that he/she, acting in such capacity, and authorized so to do, executed the foregoing instrument on behalf of said corporation for the purposes therein contained.

Witness my hand and seal this 6 day of January, 2021.

_____
Notary Public

My Commission Expires:

CORIE L KECK
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF INGHAM
My Commission Expires September 14, 2027
Acting in the County of Eaton

ATTACHMENT TO SPECIAL WARRANTY DEED
FOR
965 HARPETH BEND DRIVE, NASHVILLE, TN 37221

LEGAL DESCRIPTION: Land in Davidson County, Tennessee, being Lot No. 802 on the Plan of Section Four – First Addition, Harpeth Woods of record in Plat Book 5200, Page 635, in the Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property. Being the same property conveyed to Auto-Owners Insurance Company, a Michigan Corporation by warranty deed from Matthew D. Horschler, an unmarried man, of record in Instrument No. DB 20200921-017046 Register's Office of Davidson County, Tennessee, dated September 16, 2020 as recorded on September 21, 2020. Locally known under the present system of numbering as: 965 Harpeth Bend Drive, Nashville, TN 37221.

Grantor only covenants that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend only that title against the lawful claims of all persons claiming by, under, or through Grantor, but against no other claims, or persons, subject to each of the following: All building and use restrictions; Zoning, building, and housing restrictions and ordinances and state and federal regulations relating to the use of the Property and/or improvements; Any restrictions relating to the use or any improvement of the Property; Utility and drainage easements; All easements of record or readily observable on the Property; Any easements or encroachments identified or readily identified by an ALTA survey if Grantee had had an accurate, up-to-date, stake boundary survey performed; Covenants, restrictions, reserved easements, easements, and/or servitudes; Any defects, exception, or exclusion from coverage specified in the title insurance commitment and final title insurance policy; Legal highways and streets; All taxes and assessments which are a lien but not yet due and payable until after Closing; Location of boundary lines; Unrecorded sewer, sanitation, and paving assessments; Easements created by usage or time or any adverse claim to any portion of the Property which has been created by artificial means or has accreted to any such portion so created and riparian rights, if any; Presence of unknown hazardous substances, underground tanks, oil or natural gas wells (plugged or unplugged), abandoned water wells, private burial sites, and/or farming operations located on, or near, the Property; The Property, improvements, fixtures, equipment, and any personal property included in the sale in 'AS IS' condition without any representation or warranty; Ad valorem taxes for the current year (prorated through the date of Closing); Utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; Grantee complying with, indemnifying, holding harmless, and defending Grantor for compliance with all applicable statutes, ordinances, rules, and/or regulations pertaining to the installation, maintenance, use, and operation of smoke detectors, smoke alarms, heat detectors, carbon monoxide detectors, and radon detectors on, or the presence of radon gas on or in, the Property and improvements; Grantee complying with, releasing, indemnifying, holding harmless, and defending Grantor, Grantor's officers, directors, employees, and agents from any claims, damages, liabilities, and expenses (including attorney fees), relating to, the presence, existence, and/or conditions causing harmful levels of radon gas, asbestos, black mold, mold, bacteria, mildew, fungi, rot (wet or dry), biological contaminates, or other airborne pathogens, toxic, hazardous, or other environmentally dangerous substances on, in, or about the Property or improvements, which claim is made by Grantee, or any person Grantee allows to reside in or about the Property or to come into contact with the Property; Grantee complying with, indemnifying, holding harmless, and defending Grantor for compliance with all applicable statutes, ordinances, rules, and/or regulations pertaining to the installation, maintenance, use, removal, abatement, or presence of EIFS (Exterior Insulating Finishing System) and/or dryvit, and/or lead-based paint, and/or asbestos on, or in, the Property and improvements; Any termite infestation and any damage to the Property and/or improvements caused by wood-destroying organisms or fungi; Any prior lease, grant, exception, reservation, or conveyance of mineral or mineral rights, together with release of damages, of minerals of every kind and character, including but not limited to, oil, gas, sand, and gravel in, on, and under the Property and any applicable restrictive covenants, conditions, and easements; Rights or claims of parties in possession not shown in public records; Encroachments, overlaps, variations in area or measurements, boundary line disputes, roadways, and matters not of records, including lack of access, which would be disclosed by an accurate survey and inspection of the Property; Grantee releasing and indemnifying Grantor, Grantor's officers, directors, employees, and agents from any claims, damages, liabilities, and expenses (including attorney fees), relating to the presence of radon gas, asbestos, mold, toxic, hazardous, or other environmentally dangerous substances in, on, or about the Property, which claim is made by Grantee, or any person Grantee allows to reside in or about the Property or to come into contact with the Property; Reservations contained in the Patent from the United States of America for mining, agriculture, manufacturing, or other purposes as may be recognized and acknowledged by the local customs, laws, and decisions of courts; Restrictions upon the use of the Property and/or improvements not appearing in the chain of title to the Property; Grantee complying with, indemnifying, holding harmless, and defending Grantor for compliance with all applicable statutes, ordinances, rules, and/or regulations pertaining to the installation, maintenance, use, and operation of any pool and barriers around the pool, if any; Any violation, variation, or encroachment of a boundary wall or fence, if any; Any annual recurring fees charged by the municipality and/or county, which are automatically certified to the Property's real estate taxes; Assessments and charges for utilities, water, sewer fees, or diseased tree removal, levied by local municipality, to the extent that the fees were incurred prior to the Date of Closing and were not incurred by Grantor; Rights of the public to streets, highways, and/or alleys; Subject to all matters shown on the Plan of record in Plat Book 5200, Page 635, Register's Office for Davidson County, Tennessee; Restrictions of record in Book 6097, Page 560, in the Register's Office for Davidson County, Tennessee; Title to any portion of said Property lying in the bed or banks of the Harpeth River, the rights of upper and lower riparian owners to the free and unobstructed flow of water of said river, without diminution or pollution, and the consequences of any past or future change in the location of said river; There being a 30' building setback line on the North (front) side of the Property; The driveway to the residence on the Property is constructed into the 50' right-of-way of Harpeth Bend Drive; The Property having a 2.5' by 25' anchor easement on the north east corner of the Property; The Property and improvements being located in FEMA Zone X500 and Zone AE on FEMA Map Panel 47037C0337H, Effective Date 04/05/2017; The Property, improvements, fixtures, equipment, and any personal property subject to and on an "AS IS", "WHERE IS", and "WITH ALL FAULTS" basis, without any warranties, express or implied, arising by operation of law, including, without limitation, condition, habitability, merchantability, or fitness for a particular purpose, saving and excepting only the covenant herein.

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

RACHEL MARIE COLLINS
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF CHEATHAM