Karen Johnson Davidson County
Batch# 604855 DEEDWARR
04/01/2021 10:32:30 AM 4 pgs
Fees: $23.00 Taxes: $1,138.34
20210401-0043047

(2)

**Send Tax Statements To:**
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:**
Merzek Fahmy
3564 Floyd Circle
Antioch, TN 37013

From Information Furnished By
The Parties

**Map and Parcel** 175-2-F-20 CO

**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, **MERZEK FAHMY, A MARRIED MAN,** their heirs and assigns, forever, that certain parcel of real estate located in Davidson County, State of Tennessee, within the corporate limits of the City of Antioch, and being described as follows, to-wit:

Being all of Lot No. 20, on the plan of Final Plat, The Preserve, Phase 1, according to plat and survey appearing of record in Instrument No. 20200714-0076956 and in Instrument No. 20201020-0122150, 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 a portion of the same property conveyed to Ole South Properties, Inc., a Tennessee Corporation, by deed from, Ole South/Craighead Joint Venture, a Tennessee joint venture, dated November 2, 2020, appearing of record in Instrument No. 20201104-0128997, of the Register's Office of Davidson County, Tennessee.

This conveyance is made subject to Declaration of Covenants contained in instrument of record in Instrument No. 20180402-0030461 and in Instrument No. 20201117-0135299; Declarations for Restrictions and Covenants for Stormwater Facilities and Systems of record in Instrument No. 20180402-0030461 and in Instrument No. 20190524-0049357; Easement for Ingress/Egress and Overhead Electric and Public Utility of record in Instrument No. 20160318-0026022; Right of Way Easement conveyed to Colonial Pipeline Company dated July 19, 1963 of record in Book 3612, page 243, conveying an easement for pipe line right of way 50 feet x 25 feet (Tract 1); Right of Way containing 0.08 acres vested in the State of Tennessee by Judgement of record in Book 4099, page 599 in the matter of the State of Tennessee VS. Wilfred Pack et al in the City Court of Davidson County, Tennessee No. A1676 (Tract 1); Supplemental Right-of-Way Agreement of record in Book 4603, page 29, wherein an additional 30 foot strip of land adjacent to the right of way of record in Book 3612, page 243, is conveyed to Colonial Pipeline Company (Tract 1); Easement for Ingress and Egress purposes. Said Easement is described on the survey dated March 18, 1985, by Olsen, Zarnick, & Seybert, Inc. designated as Service No. 85-129, and called the Qwest Microwave, Inc. Plan as shown on unrecorded contract for sale of real estate (Tract 1); The portion of that premises embraced within the bounds of any streets, roads, or highways (Tract 1); Subject to any unrecorded leases pertaining to the use of the cell tower located upon the subject property (Tract 2); Easement for Ingress and Egress granted to Qwest Microwave V, Inc. by deed from Wilfred T Pack and wife, Elizabeth G Pack, of record in Book 6592, page 214 (Tracts 3 & 4); Perpetual Easement for Highway Purposes of record in Book 4907, page 494 (Tracts 3 & 4); Title to that portion of the premises embraced with the bounds of Old Hickory Boulevard (Tracts 3 & 4); and

to any and all matters shown on said plat and survey of record in Instrument No. 20200714-0076956 and in Instrument No. 20201020-0122150; 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 **MERZEK FAHMY, A MARRIED MAN,** 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 unencumbered, except for the lien of the 2021 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, their 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 this 12th day of March, 2021.

Ole South Properties, Inc., a Tennessee Corporation

**BY:** _____
**JOHN DAVIS, VICE PRESIDENT**

**STATE OF TENNESSEE** )
)
**COUNTY OF DAVIDSON** )

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., A TENNESSEE CORPORATION**, the bargainor, 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 Antioch, Tennessee, this the 12th day of March, 2021.




Molly L. Smith
NOTARY PUBLIC
My Commission Expires: 12/10/22

# AFFIDAVIT

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is **$307,659.00,** 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 12th day of March, 2021.

NOTARY PUBLIC
My Commission Expires: 12/18/22

MOLLY L. SMITH
STATE OF TENNESSEE
NOTARY PUBLIC
RUTHERFORD COUNTY

**Certificate of Authenticity**

I, **Sheri Morgan**, do hereby make an 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.

Name: **Sheri Morgan**
Title: **President**

STATE OF Tennessee
COUNTY OF **Rutherford**

Witness my hand and official seal.




Notary Public: **Brandie A Phillips**
My Commission Expires: **05/18/2024**
Commission #: **na**