PLEASE RETURN TO:

WARRANTY TITLE INSURANCE CO

120 ANDERSON LANE

HENDERSONVILLE, TN 37075

Karen Johnson Davidson County
Batch# 620532 DEEDWARR
04/22/2021 09:46:39 AM 2 pgs
Fees: $13.00 Taxes: $1,424.50

20210422-0053920

WARRANTY DEED

JESSICA MORGAN
STATE OF TENNESSEE NOTARY PUBLIC
SUMNER COUNTY

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $385,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 20th day of April, 2021

Notary Public

MY COMMISSION EXPIRES: 3/25/25
(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY AND RETURN TO:
Warranty Title, LLC dba Warranty Title Ins Co, 2401 Memorial Blvd.
Springfield, TN 37172

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NO(S).:
Hugo Martinez Garcia	Hugo Martinez Garcia	82-15-A-70
(NAME)	(NAME)	
2115 Yeaman Place - Unit 404	2115 Yeaman Place - Unit 404	
(ADDRESS)	(ADDRESS)	
Nashville, TN 37206	Nashville, TN 37206	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	File No.: 20210893

For and consideration of the sum of ten dollars, cash in hand paid by the hereinafter named GRANTEES, and other good and valuable considerations, the receipt of which is hereby acknowledged, I/we, **David Highsmith, Trustee of the David Highsmith Revocable Living Trust, datec December 19, 2019**, hereinafter called the GRANTOR, have bargained and sold, and by these presents do transfer and convey unto **Hugo Martinez Garcia**, hereinafter called the GRANTEES, their heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit. :

Certain real property situate in Davidson County, Tennessee, and described as follows:

Being Unit No. 404 as specified on the Plat shown in the Master Deed on the Plan of 5th and Main Condominiums, a Horizontal Property Regime, created under Title 66, Section 27-101, et seq., as amended, Tennessee Code Annotated, and as established by a Master Deed for 5th and Main Condominiums, of record in Instrument No. 20060630-0078751; amended in Instrument No. 20070104-0001656; amended in Instrument No. 20070424-0048607; amended in 20080411-0036927; amended in 20080512-0048553; amended in 20081120-0114262; amended in 20110921-0073283; amended in 20111129-0092827; amended in 20120409-0030284; amended in 20120820-0074741; amended in 20121017-0095419; amended in 20130911-0096032; amended in 20140804-0069914; amended in 20161222-0134731, Register's Office for Davidson County, Tennessee, including without limitation the By-Laws appended thereto, together with the undivided percentage interest in the Common Elements appurtenant to said Unit, as set forth in said Master Deed. Reference is hereby made to the Plan of 5th and Main Condominiums for placement of Units, as shown on Exhibit C to the Master Deed of record in Instrument No. 20060630-0078751; amended in Instrument No. 20070104-0001656; amended in 20070424-0048607; amended in 20080411-0036927; amended in 20080512-0048553; amended in 20081120-0114262; amended in 20110921-0073283; amended in 20111129-0092827; amended in 20120409-0030284; amended in 20120820-0074741; amended in 20121017-0095419; amended in 20130911-0096032; amended in 20140804-0069914; amended in 20161222-0134731, Register's Office for Davidson County, Tennessee, including without limitation the By-Laws appended thereto, together with the undivided percentage interest in the Common Elements appurtenant to said Unit, as set forth in said Master Deed. Reference is hereby made to the Plan of 5th and Main Condominiums, for placement of Units, as shown on Exhibit C to the Master Deed of record in Instrument No. 20060630-0078751; amended in 20070104-0001656; amended in 20070424-0048607; amended in 20080411-0036927; amended in 20080512-0048553; amended in 20081120-0114262; amended in 20110921-0073283; amended in 20120409-0030284; amended in 20120820-0074741; amended in 20121017-0095419; amended in 20130911-0096032; amended in 20140804-0069914; and amended in 20161222-0134731, said Register's Office for a more complete identification and description of such unit.

Together with parking space known as #171.

BEING the same property conveyed to David Highsmith, Trustee of the David Highsmith Revocable Living Trust, dated December 19, 2019 by Warranty Deed from David Highsmith, dated December 19, 2019 and filed of record in Instrument No. 20200304-0023840, Register's Office for Davidson County, Tennessee.

RESTRICTIONS:

This conveyance is made subject to the prov sions of the Tennessee Horizontal Property Act: as set out in Section 66-27-101 et seq. Of the Tennessee Code Annotated and is subject to the provisions and requirements thereof; to the By-Laws for the administration thereof; to easements, rights and interest in favor of other unit owners and all sewer, water, electrical, telephone and other utility easements now or hereafter established over, through, or upon the land embracing the regime and covenants, restrictions, options, burdens, assessments and other undertakings contained in the Master Deed establishing a Horizontal Property Regime of 5th and Main Condominiums and filed of record in Instrument No. 20060630-0078751; amended in Instrument No. 20070104-0001656; amended in Instrument No. 20070424-0048607; amended in 20080411-0036927; amended in 20080512-0048553; amended in 20081120-0114262; amended in 20110921-0073283; amended in 20120409-0030284; amended in 20120820-0074741; amended in 20121017-0095419; amended in 20130911-0096032; amended in 20140804-0069914; amended in 20161222-0134731,Register's Office for

said County, and to easements, setback lines, notes, and any matters indicated on the aforesaid subdivision plat.

And also subject to the following:

Attorneys Certificate of 5th and Main Condominium of record in Instrument No. 20060630-0078752, said Register's Office.
Subject to a Charter of 5th and Main Condominium Association, Inc. appearing of record in Instrument No. 20060626-0076032 and in Instrument No. 20060803-0094877, Register's Office for said County.
Restrictive Covenants contained in instrument of record in Book 3930, page 324 and Book 3953, page 115, said Register's Office.
Restrictive Covenants for the East Bank Redevelopment District of record Book 10078, page 364 as supplemented in Book 10169, page 1 and in Book 11625, page 241, said Register's Office.
Storm Water Detention Agreement of record in Instrument No. 20050623-0072082, said Register's Office.
Subject to a Sanitary Sewers and/or Storm Drainage, Water Mains, Pumps and appurtenances, appearing of record in Instrument No. 20050623-0072134, Register's Office for said County.
Subject to an easement for utilities retained in Metropolitan Council Ordinance No. 64-257, Register's Office for said County.
Subject to covenants and agreements as set in the Quitclaim Deed from Metropolitan Development and Housing Agency to 5th and Main Residential Owner, Inc., appearing of record in Instrument No. 20060630-0078750, Register's Office for said County.
Subject to a Grant of Easement between Comcast or Nashville I, LLC and 5th and Main Condominium Association, Inc. appearing of record in Instrument No. 20130726-0077475, Register's Office for said County.
Subject to a Grant of Overhead Line Easement appearing of record in Instrument No. 20070228-0024576, Register's Office for said County.

Unimproved ☐

This is improved ☒ property, known as 2115 Yeaman Place - Unit 404, Nashville, TN 37206
(House No.) (Street) (P.O. Address) (City or Town) (Postal Zip)

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns forever; and I/we do covenant with the said GRANTEES that I/we am/are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and I/we do further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used any gender shall be applicable to all genders.

It is expressly agreed by the parties hereto that all taxes for the current year shall be prorated between them as of the date of this deed.

This conveyance is expressly made subject to reservations, restrictions, easements, covenants and conditions contained in former instruments of record pertaining thereto and to all easements and encroachments apparent from an inspection of the property.

Witness my hand this 20th day of April, 2021

David Highsmith, Trustee of the David Highsmith Revocable Living Trust, dated December 19, 2019

X _____, Trustee
By: David Highsmith, Trustee

STATE OF Tennessee)
County OF Davidson)

Personally appeared before me, the undersigned authority, a Notary Public for said county and State, David Highsmith, Trustee of the David Highsmith Revocable Living Trust, dated December 19, 2019, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 20th of April, 2021.

_____
Notary Public
My Commission Expires: 3/25/25

JESSICA ANN MORGAN
STATE OF TENNESSEE NOTARY PUBLIC
SUMNER COUNTY