Karen Johnson Davidson County
Batch# 673642 DEEDWARR
07/09/2021 07:55:30 AM 3 pgs
Fees: $18.00 Taxes: $1,922.15
20210709-0092536

This Instrument Prepared By:
CloseTRAK, LLC
6225 Quintard Street, Suite 101
Arlington, Tennessee 38002

# WARRANTY DEED

**THIS INDENTURE IS** made and entered into this the 6th day of July, **2021,** by and between **BURKETT HOMES, INC., a Tennessee Corporation**, party of the first part, and Kaitlyn Jean Windsor and Daryl Tanghe, party of the second part.

**WITNESSETH**: That for and in consideration of Ten Dollars ($10.00) cash in hand paid and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the party of the first part has bargained and sold and does hereby bargain, sell, convey, and confirm unto the party of the second part the following described real estate, situated in Davidson County, Tennessee:

> Land in Davidson County, Tennessee being Lot 5, Block "C", of Belle Forest Number 2, in Book 843, Page 94, being more particularly described as Unit B, 1906 Scott Avenue as described in "Exhibit C" to the Declaration of Covenants, Conditions and Restrictions recorded at Instrument Number 20200840085844 re-recorded and corrected at Instrument Number 20210415-0050464, a Horizontal Property Regime with Private Elements, as shown on plat of record at Plat Book 843, Page 94, in the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more particular description of said property.

This conveyance is made subject to all the provisions of the Tennessee "Horizontal Property Act" as the same is set out in Section 66-27-101 et seq. of the Tennessee Code Annotated and its subject to the By-Laws and Charter for the administration thereof, and is subject to easements, rights and interests in favor of other unit owners and all sewer, water, electrical, telephone and other utility easements now of hereafter established over, through or upon the land embracing the regime and building thereon; and also including, without limitations, all conditions, covenants, restrictions and options, burdens, Assessments, and other undertakings contained in the Master Deed of record at Instrument Number 20200529-0055646 as amended at Instrument Number 20210325-003977, in the Register's Office of Davidson County, Tennessee.

This being a part of the same property conveyed to the party of the first part by Warranty Deed of record at Instrument Number 20200617-0063065, in the Register's Office of Davidson County, Tennessee.

**TO HAVE AND TO HOLD** the above described real estate, together with all of the appurtenances and heridaments thereunto belonging or in any wise appertaining unto the party of the second part, its heirs, successors and assigns in fee simple forever.

The said party of the first part does hereby covenant with the said party of the second part that they are lawfully seized in fee of the aforedescribed real estate; that they have a good right to sell and convey the same; that the same is unencumbered, except for:

> 2021 Davidson County taxes, not yet due and payable, which the party of the second part assumes and agrees to pay; Subdivision Restrictions, Building Lines and Easements of record in **Plat Book 843, Page 94; Declaration of Covenants, Conditions and Restrictions at Instrument Number 20200840085844 amended at Instrument Number 20210415-0050464; Charter of Homeowner's Association at Instrument Number 20200818-0092366;** all in the Davidson County Register's Office of Davidson County, Tennessee.

And we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said party of the second part, their heirs and assigns, against the lawful claims of all persons whomsoever.

The word "party" as used herein shall mean "parties" if it refers to more than one person or entity, and pronouns shall be construed according to their proper gender and number according to the context hereof.

**WITNESS** the signature of the party of the first part the day and year first above written.

**BURKETT HOMES, INC.**

By: _____
**Ronald E. Burkett, President**

**STATE OF TENNESSEE**
**COUNTY OF** } SHELBY

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared **Ronald E. Burkett**, to me known (or proved to me on the basis of satisfactory evidence to be) and who, upon oath, acknowledged himself/herself to be the **President** of **Burkett Homes, Inc.**, the within named bargainer, a corporation, and that he/she, as such **President**, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as such **President**.

**WITNESS** my hand and Notarial Seal at office this 1st day of July, 2021.

CATHERINE L. SPARKMAN
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY

_____
Notary Public
My commission expires: 7.31.22

STATE OF TENNESSEE
COUNTY OF Williamson

I hereby swear or affirm that, to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $519,500.00, which amount is equal to or greater than the amount which the property would command at a fair and voluntary sale.

_____
Affiant

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

_____
Notary Public

My commission expires: **3-7-2022**

BETHANY D. SCOTT
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

Owner and Property Address:

1906 Scott Avenue
Nashville, Tennessee 37206

Mail Tax Bills to:

FTM Bank
10 Cadillac Dr
Suite 100
Brentwood, TN 37027

Tax ID Number: 072144Q00200CO

**Return To:**

Certificate of Authenticity

I, Nick Harris, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on 7-6-2021.

Date

Affiant Signature

7-6-2021

Date

State of Tennessee

County of Williamson

Sworn to and subscribed before me this 6th day of July, 2021.

Notary's Signature

My Commission Expires: 4/27/2025

Date

Notary's Seal (if on paper)

JOSEPH WHITE
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF WILLIAMSON