THIS INSTRUMENT PREPARED BY:
PAUL C. HAYES, ESQ.
HOWARD MOBLEY HAYES & GONTAREK, PLLC
2319 CRESTMOOR ROAD
NASHVILLE, TENNESSEE 37215
(615) 627-4444

Karen Johnson Davidson County
Batch# 959357 DEEDWARR
01/09/2023 02:21:30 PM 4 pgs
Fees: $22.00 Taxes: $0.00
20230109-0001759

WARRANTY DEED

Consideration Certificate

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer is $0. Pursuant to Tenn. Code Ann. § 67-4-409(a)(3)(F), the transfer of the property described herein is exempt from the Tennessee Realty Transfer tax.

Brooke Olsen Roush, as Co-Trustee, Affiant

Subscribed and sworn to before me,
this 9th day of January, 2023.

LISA D. HILL
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 05-05-2025

Notary Public
My Commission Expires: 5/5/2025

Address of New Owner:	Send Tax Bills to:	Map-Parcel Number:
Lukas Miller Roush and Brooke Olsen Roush, Co-Trustees of the Luke and Brooke Roush 2006 Family Trust 1002 Battery Lane Nashville, TN 37220	Bank of America, N.A. 101 South Tryon Street Charlotte, NC 28255	132 09 0 022.00

FOR AND IN CONSIDERATION of the sum of Ten Dollars and No/100 ($10.00), cash in hand paid, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, we, **BROOKE O. ROUSH and husband, LUKAS M. ROUSH** (collectively, the "Grantor"), have bargained and sold, and by these presents do transfer and convey unto **LUKAS MILLER ROUSH and BROOKE OLSEN ROUSH, as Co-Trustees of the LUKE AND BROOKE ROUSH 2006 FAMILY TRUST, as amended and restated under agreement dated January 9, 2023** (the "Grantee"), its successors and assigns, all of the Grantor's right, title, and interest in and to a certain tract of real property located in Davidson County, Tennessee, being more particularly described as follows:

Land in Davidson County, Tennessee, being Lot No. 1 on the Plan of Unrecorded Plat of Mrs. O.A. Allen's Subdivision of the Hirsig Tract, made by W.D. Southgate, surveyor as follows: Beginning at a point in the center of Battery Lane, formerly Battery Road, at the intersection of Lealand Lane; thence North 2 degrees, 30 minutes, 30 feet East with the center line of Lealand Lane 250 feet to a point; thence North 86 degrees, 30 feet West 217.3 feet to a point; thence South 3 degrees 13 feet West 250 feet to a point in the center of Battery Lane, the Southwest corner of Lot No. 1; thence with the center of said Battery Lane, South 86 degrees, 30 feet, East 220 feet to the point of beginning.

Being the same property conveyed by Cecil Rowan Millar to Brooke O. Roush and Lukas M. Roush, wife and husband, by Warranty Deed dated April 1, 2021, recorded as Instrument Number 20210405-0044253, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to the following:

1. A Deed of Trust of record as Instrument Number 20210405-0044254, Register's Office for Davidson County, Tennessee, securing a promissory note made by Brooke O. Roush and Lukas M. Roush on April 1, 2021 in favor of Bank of America, N.A., in the original principal amount of One Million Dollars ($1,000,000.00);
2. All applicable zoning ordinances;
3. Utility, sewer, drainage, and other easements of record;
4. All subdivision/condominium assessments, covenants, bylaws, restrictions, declarations, and easements of record;
5. Any building restrictions; and
6. Any unrecorded easements or those imposed by operation of law.

This is improved property commonly known as 1002 Battery Lane, Nashville, Tennessee 37220.

TO HAVE AND TO HOLD said tract of land, with the appurtenances, estate, title, and interest thereto belonging to said Grantee, its successors and assigns, forever; and Grantor does covenant with Grantee that Grantor is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, except as otherwise disclosed to the Grantee. Grantor does further covenant and bind themselves, their successors and representatives, to warrant and forever defend the title to said land to Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

This deed was prepared without the benefit of a title search and uses the legal description for the property herein conveyed as reflected in the deed of conveyance to the Grantor. The property is conveyed subject to such limitations, restrictions, easements, and encumbrances as may affect the subject property.

This transfer is made pursuant to the provisions of Tenn. Code Ann. § 35-15-510, which provides in part that any property conveyed by spouses who held such property as tenants by the entirety, such as the Grantor, to any revocable trust(s), such as the Grantee, shall have the same immunity from the claims of their respective creditors as if such property had continued to be held by the Grantor as tenants by the entirety.

SIGNED this the 9th day of January, 2023.

BROOKE O. ROUSH

LUKAS M. ROUSH

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **BROOKE O. ROUSH and LUKAS M. ROUSH**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal on this 9th day of January, 2023.

LISA D. HILL
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires: 05-05-2025

Notary Public

My Commission Expires: 5/5/2025

CERTIFICATE OF AUTHENTICITY

I, Paul C. Hayes, 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 1-9-2023.

1-9-2023
Date

Paul C. Hayes
Paul C. Hayes

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Sworn to and subscribed before me this 9th day of January, 2023.

Lisa D. Hill
Notary Public

My Commission Expires: 5/5/2025

Notary's Seal (if on paper)

