This Instrument Prepared By:
Brokers Escrow Services, Inc.
200 Nashboro Blvd.
Nashville, Tennessee 37217

Karen Johnson Davidson County
Batch# 971956 DEEDWARR
02/17/2023 02:02:30 PM 2 pgs
Fees: $13.00 Taxes: $1,480.00
20230217-0011777

ADDRESS NEW OWNER: Send tax bill to:
Calvin Rutgerson
P O Box 17116
Nashville, TN 37217

MAP 135120F03000CO

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named GRANTEES, and other good and valuable considerations, the receipt of which is hereby acknowledged, **David J. Waynick** hereinafter called the GRANTOR, has bargained and sold, and by these presents, does transfer and convey unto **CALVIN RUTGERSON** hereinafter called the GRANTEE, his heirs and assigns, that certain tract or parcel of land located in Davidson County, State of Tennessee, described as follows, to-wit:

Certain Townhomes located in Davidson County, Tennessee, being Unit No. 30 The Golf Retreat at Nashboro II ("GRAN II"), A Horizontal Property Regime, established pursuant to the provision of the Tennessee Horizontal Property Act as the same is set out in Section 66-27-101, et seq. of the Tennessee Code Annotated, under the Amended and Restated Master Deed establishing Declaration of Covenants, Conditions and Restrictions for The Golf Retreat at Nashboro II ("GRAN II"), a Horizontal Properly Regime of record in Instrument Number 20220518-0057555 in the Register's Office for Davidson County, Tennessee, and subject to the provisions and requirements thereof, and the By-Laws for the administration thereof, private elements and all 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 buildings thereof; said Unit being depicted on Exhibit C to said Amended and Restated Master Deed; together with a percentage interest in the common elements and voting percentage as set forth in said Amended and Restated Master Deed Instrument No. 20220518-0057555.

Being a part of the same property conveyed to David J Waynick, by deed of record in Instrument No 20210512-0064135 Register's Office for Davidson County, Tennessee.

This is improved property known as 1267 Nashboro Blvd. Unit 30, Nashville, Tennessee 37217.

Taxes for the current year have been settled between the parties. This conveyance is also made subject to the following matters:
Subject to all applicable zoning and planning restrictions, and all health department rules and regulations that may affect the premises.
Subject to easements, set forth in an instruments of record in 20200708-0073681 and 20140519-0042712 , said Register's Office, to which instrument reference is here made for the exact terms and details thereof.
Subject to all of those facts, conditions and limitations shown on the Plat of record in Instrument No. 20200924-0110161, Register's Office for Davidson County, Tennessee. Reference is here made to said Plat for a more complete depiction of the terms and details thereupon.
Subject to Declaration of Restrictions and Covenants for Stormwater Facilities and Systems set forth in an instrument of record in Instrument No. 20191003-0101330, said Register's Office, to which instrument reference is here made for the exact terms and details thereof.
Subject to Homeowner Association dues and/or fees, of record in Register's Office for said County.
Rights and easements of adjoining landowners in and to any party wall(s) located on the insured parcel.
Subject to rights of others in and to the common areas and/or elements.
Subject to all of those facts, conditions and limitations shown on the Amended and Restated Master Deed of record in Instrument No. 20220518-0057555, Register's Office for Davidson County, Tennessee. Reference is here made to said Plat for a more complete depiction of the terms and details thereupon.
Subject to all easements and licenses in favor of TLWP, Inc. and Nashboro Golf Course LLC.

GRANTOR makes no representation or warranty, express or implied, as to the exact amount of acreage or square footage in the property, or as to the ownership of the minerals located on, under or within the property. Grantor makes no representations or warranties, express or implied, with respect to the condition of the property

Grantor makes no representations or warranties, express or implied, with respect to the condition of the property conveyed hereby, including improvements located thereon, including, without limitation, the habitability, condition or fitness thereof for any particular use or purpose. Grantee agrees that the property conveyed hereby, including improvements located thereon, is conveyed by Grantor and accepted by Grantee in an "as is, where is" and "with all faults" condition.

THIS conveyance is made expressly subject to all covenants, conditions, restrictions, and reservations contained in former deeds and other instruments of record applicable to said property, insofar as same are presently binding thereon, and to any easements apparent from an inspection of said property.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, his heirs and assigns, forever; and,

GRANTOR does covenant with the said GRANTEE that they are lawfully seized and possessed of said land in fee simple, has a good right to convey it, and warrants that the same is unencumbered unless otherwise herein set out; and,

GRANTOR, does further covenant and bind himself, his heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEE, his heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESS my hand this the 16th day of January, 2023.

David J. Waynick

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, David J. Waynick, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within Warranty Deed for the purposes therein contained.

WITNESS my hand and official seal at office this 16th day of January, 2023.

CAITLIN MARIE SMITH STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY MY COMMISSION EXPIRES NOVEMBER 03, 2025

NOTARY PUBLIC
My Commission Expires:

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual value or consideration, whichever is greater, for this transfer is $400,000.00.

AFFIANT

Subscribed and sworn to before me on this 16th day of January, 2023.

NOTARY PUBLIC
My Commission Expires:

CAITLIN MARIE SMITH STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY MY COMMISSION EXPIRES NOVEMBER 03, 2025

CERTIFICATION

I, Toni Rutgerson, do hereby make oath that I am a licensed attorney 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 January 16, 2023.

Affiant Signature Date 1/16/2023

State of Tennessee; County of Davidson
Sworn to and subscribed before me on this 16th day of January, 2023,

Notary Public

CAITLIN MARIE SMITH STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY MY COMMISSION EXPIRES NOVEMBER 03, 2025