Karen Johnson Davidson County
Batch# 1013749 DEEDWARRSP
06/09/2023 04:01:30 PM 6 pgs
Fees: $33.00 Taxes: $2,404.63
20230609-0044132

SPECIAL WARRANTY DEED

STATE OF TENNESSEE
COUNTY OF DAVIDSON

I hereby swear or affirm that the actual consideration or value, whichever is greater, for this transaction is $649,900.00.

Affiant

JIM MYERS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

Subscribed and sworn to before me, this the 9th day of June, 2023

Notary Public

My Commission Expires: 1/16 2024

THIS INSTRUMENT PREPARED BY
Midtown Title, LLC
1704 Charlotte Avenue, Suite 105
Nashville, TN 37203

Address New Owner:	Send Tax Bills To:	Map-Parcel Number:
Peyton Jayne Kelly James Warren Kelly 613 Vernon Ave #8 Nashville, TN 37209	American Security Mortgage Corp 2101 Rexford Road, Suite 100 E Charlotte, NC 28211	91-9-1G-14.00

STATE OF TENNESSEE

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF

This Indenture, made as of the date set forth below, between **Breeze Block Townhomes, LLC, a Tennessee Limited Liability Company** (referred to hereinafter as "Grantor"), and **Peyton Jayne Kelly, an unmarried woman, and James Warren Kelly, an unmarried man as joint tenants with right of survivorship** (referred to hereinafter as "Grantee").

WITNESSETH:

Grantor, for and in consideration of the sum of SIX HUNDRED FORTY NINE THOUSAND NINE HUNDRED AND 00/100 ($649,900.00) Dollars, and other good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, hereby bargains and sells and does hereby transfer and convey unto Grantee and Grantee's heirs and assigns, (a) that certain land located in Davidson County, Tennessee, as further described in **Exhibit "A"**, attached and incorporated by reference and being commonly known as improved property located at 613 Vernon Avenue, 8, Nashville, TN 37209; and (b) all rights and appurtenances of Grantor pertaining thereto including any right, title and interest of Grantor (but without warranty, whether statutory, express or implied) in and to adjacent streets, alleys or rights-of way.

The property and property rights described in (a) and (b) above shall be hereinafter collectively referred to the **"Subject Property".**

The conveyance of the Subject Property is made by Grantor and accepted by Grantee subject to (a) the matters herein stated, (b) all matters of record including those matters set forth in **Exhibit "B"** attached hereto and incorporated by reference herein for all purposes, but only to the extent such matters are valid, subsisting and affect the Subject Property (the "**Permitted Exceptions**").

EXCEPT AS TO THE WARRANTY OF TITLE AS EXPRESSLY PROVIDED HEREIN, GRANTEE ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY PROVIDED HEREIN, GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATION WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, OF, AS TO, CONVENING, OR WITH RESPECTS TO, (i) THE VALUE, NATURE, QUALITY OR CONDITION OF THE SUBJECT PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (ii) THE SUITABILITY OF THE SUBJECT PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH MAY BE CONDUCTED THEREON, (iii) THE COMPLIANCE OF OR BY THE SUBJECT PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (iv) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SUBJECT PROPERTY, OR (v) ANY OTHER MATTER WITH RESPECT TO THE SUBJECT PROPERTY. SPECIFICALLY, BUT NOT IN LIMITATION OF THE FOREGOING, GRANTEE FURTHER ACKNOWLEDGES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES REGARDING COMPLIANCE OF THE SUBJECT PROPERTY WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING WITHOUT LIMITATION, THOSE PERTAINING TO SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT C.F.R., PART 261, OR THE DOSPOSAL OR EXISTENCE, IN OR ON THE SUBJECT PROPERTY, OR ANY HAZARDOUS SUBSTANCES, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND THE REGULATION PROMULGATED THEREUNDER. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE SUBJECT PROPERTY, GRANTEE IS RELYING SOLEY ON GRANTEE'S OWN INVESTIGATION OF THE SUBJECT PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR. GRANTEE FURTHER ACKNOWLEDGED AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECTS TO THE SUBJECT PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

TO HAVE AND TO HOLD the Subject Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, his/her/their heirs and assigns, forever; and Grantor, for its successors, assigns and legal representatives, does covenant and agree to and with the Grantee, his/her/their heirs and assigns, that Grantee in lawfully seized in fee simple of the aforesaid premises, that the same is free of all encumbrances (subject, however, to (a) the Permitted Exceptions and the matters herein stated; and (b) taxes for the year 2023), that it has a good right to sell and convey the same to Grantee as aforesaid and that it will warranty and forever defend, all and singular, the Subject Property unto Grantee, his/her/their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

SIGNATURES ON FOLLOWING PAGE.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on this the 9th day of June, 2023.

GRANTOR:

Breeze Block Townhomes, LLC,
a Tennessee Limited Liability Company

By: _____
Michael Ferrence, Authorized Agent

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Michael Ferrence, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he is the Authorized Agent of Breeze Block Townhomes, LLC, the maker, and is authorized by the maker to execute the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office this the 9th day of June, 2023.

_____
Notary Public
My Commission expires: 1/24/2027

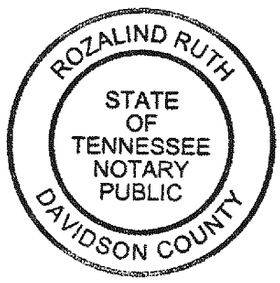


EXHIBIT "A"

LEGAL DESCRIPTION

Being a certain private element unit situated within the bounds of Davidson County, Tennessee, being Unit 613#8, together with the appurtenant common elements of Breeze Block Townhomes, as created under Title 66, Section 27-103(b), et seq., as amended, Tennessee Code Annotated; and as established by the Declaration of Covenants, Conditions and Restrictions for Breeze Block Townhomes, a horizontal property regime with private elements (a planned unit development created under the Tennessee Horizontal Property Act), of record in Instrument No. 20230330-0023079, in the Register's Office for Davidson County, Tennessee; and being subject to the provisions and requirements thereof; and the By-Laws for the administration thereof; and an undivided percentage interest in the common areas/elements appurtenant to said unit; 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. Reference is hereby made to the Site-Plan attached as Exhibit to said Declaration; Original Plan of record in Book 161, pages 134 and 135, said Register's Office; and see also Master Declaration for Breeze Block, of record in Instrument No. 20210922-0127366, said Register's Office, to which site-plan; boundary plat; and Master Declaration references are hereby made for a more complete identification, description and placement of such Unit.

Being a portion of the property conveyed to Breeze Block Townhomes, LLC, a Tennessee limited liability company by Quitclaim Deed from Vintage South LLC, a Tennessee limited liability company, dated September 21, 2021, recorded September 22, 2021, in Instrument No. 20210922-0127371, Register's Office for Davidson County, Tennessee; and further, being a portion of the property conveyed to Vintage South, LLC, a Tennessee limited liability company by Quitclaim Deed from Silo Capital, LLC, a Tennessee limited liability company, dated September 21, 2021, recorded September 22, 2021, of record in Instrument No. 20210922-0127365, said Register's Office; and further, being a portion of the property conveyed to Silo Capital, LLC by Quitclaim Deed from Silo Capital, LLC, dated August 19, 2020, recorded August 21, 2020, of record in Instrument No. 20200821-0094842; as corrected in Instrument No. 20210922-0127364, said Register's Office.

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. This Conveyance is subject to the matters set forth below, if any, as well as any and all zoning regulations, building restrictions, setback lines, conditions, covenants, and restrictions (as may be amended or supplemented), all easements, utility easements or rights of ways for public utilities that appear in the appropriate public record.

2. Davidson County taxes for the year 2023 and thereafter, not yet due and payable.

3. All matters appearing on the site-plan attached as exhibit to the Declaration of Covenants, Conditions and Restrictions for Breeze Block Townhomes, a horizontal property regime with private elements (a planned unit development created under the Tennessee Horizontal Property Act), of record in Instrument No. 20230330-0023079, Register's Office for Davidson County, Tennessee.

4. All matters appearing on the site-plan attached as exhibit to the Declaration of Condominium for Breeze Block, a Master Condominium of record in Instrument No. 20210922-0127366, Register's Office for Davidson County, Tennessee.

5. All matters appearing the Plan of record in Book 161, pages 134 and 135, Register's Office for Davidson County, Tennessee.

6. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Declaration of Covenants, Conditions and Restrictions for Breeze Block Townhomes, a horizontal property regime with private elements (a planned unit development created under the Tennessee Horizontal Property Act), of record in Instrument No. 20230330-0023079, Register's Office for Davidson County, Tennessee; and as provided in those By-Laws appended thereto; but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap but does not discriminate against handicapped persons.

7. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Declaration of Condominium for Breeze Block, a Master Condominium of record in Instrument No. 20210922-0127366, Register's Office for Davidson County, Tennessee; and as provided in those By-Laws appended thereto; but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap but does not discriminate against handicapped persons.

8. Charter for Homeowers Association of record in Instrument No.20210914-0123224 , Register's Office for Davidson County, Tennessee.

9. Declaration of Restrictions and Covenants for Stormwater Facilities and Systems of record in Instrument No. 20210719-0096729, Register's Office for Davidson County, Tennessee.

10. Easement for Water Mains, Lines and Appurtenances of record in Instrument No. 20210813-0109826; and in Instrument No. 20210816-0110587, Register's Office for Davidson County, Tennessee.

11. Sanitary Sewer Easement of record in Book 4108, page 608; and in Book 4164, page 926, Register's Office for Davidson County, Tennessee.

12. Terms, provisions, covenants, conditions, exceptions, restrictions and easements provided in special warranty deed of record in Instrument No. 20200529-0055759, Register's Office for Davidson County, Tennessee.

- **The text of a certification of an electronic document must be in the following form.**

I, Kirsten Virden **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 electric document is a true and exact copy of the original document executed and authenticated according to law on** 6-9-2023 **(date of document).**

Kirsten Virden

Affiant Signature

Date: 6-9-2023

State of Tennessee

County of Davidson

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

Rachel Marie Collins

Notary Signature

MY COMMISSION EXPIRES: 3.10.2024

Notary's Seal (if on paper)

