Karen Johnson Davidson County
Batch# 1058567 DEEDWARR
10/06/2023 01:47:30 PM 4 pgs
Fees: $23.00 Taxes: $3,533.50
20231006-0078919

THIS INSTRUMENT PREPARED BY: **Mudter, Patterson & Cox PLLC** **3811 Bedford Avenue** **Suite 205** **Nashville, Tennessee 37215** **Record & Return To:** **First Title & Escrow Co., Inc.** **FTEC File No. 37870-09-2023**	STATE OF TENNESSEE, COUNTY OF DAVIDSON: The actual consideration or value, whichever is greater, for this transfer is: $955,000.00. Affiant Subscribed and sworn to before me this 5th day of October, 2023. Notary Public My Commission Expires: 7/7/27

CLAIRE H. JENKINS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

WARRANTY DEED

Address New Owner:	**Send Tax Bills To:**	**Tax Information:**
David Lee Winebarger 421 Monroe Street Nashville, TN 37208	David Lee Winebarger 421 Monroe Street Nashville, TN 37208	Map and Parcel No.: 082090R00300CO

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, **Jeffrey A. Zager, married** ("Grantor"), has this day bargained and sold, and does hereby transfer and convey to **David Lee Winebarger, an unmarried man** ("Grantee"), his heirs and assigns, all that tract or parcel of land in Davidson County, Tennessee, more particularly described on Exhibit "A" hereto.

This is improved property located at 421 Monroe Street, Nashville, TN 37208.

Caitlin Mead Zager, spouse of Grantor, joins in the execution of this instrument in order to convey any marital interest that she holds in the subject property.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to Grantee, his heirs and assigns, forever.

And Grantor covenants that he is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered, except as set out on Exhibit "A" hereto. Grantor further covenants and binds himself, his heirs and assigns to warrant and forever defend the title to said real estate to Grantee, his heirs and assigns against the lawful claims of all persons, except as set out on Exhibit "A" hereto.

Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, Grantors have executed this instrument on the 5th day of October, 2023.

Jeffrey A. Zager

Caitlin Mead Zager

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, aforesaid, Jeffrey A. Zager and Caitlin Mead Zager, 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, at office, this 5th day of October, 2023.

Notary Public

My Commission Expires:

July 7, 2027

GERALD G. PATTERSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES July 7, 2027

EXHIBIT "A"

Land in Davidson County, Tennessee, being Unit No. 3, together with the appurtenant interest in the common elements of Luxus Germantown formerly known as Monroe, a horizontal property regime established by Mater Deed of record in Instrument No. 20070117-0007050, as amended in Instrument No. 20130410-0035550, Instrument No. 20130506-0045444 and Instrument No. 20140919-0086380, Register's Office for Davidson County, Tennessee, said Unit being depicted on the Site Plan attached as Exhibit A to the aforementioned Second Amendment to Master Deed in Instrument No. 20130506-0045444 Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Jeffrey A, Zager, unmarried, by deed dated June 9, 2017 from Robert Adam Burke and Lacey Burke, husband and wife, of record in Instrument No. 20170609-0058210, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to:

1. 2023 City/County Taxes which have been paid by the Grantor and prorated by the parties.
2. Covenants, Conditions, Restrictions and Agreements, including the agreement to pay assessments for the maintenance of common areas, contained in the Master Deed (and By-Laws) for Luxus Germantown formerly known as Monroe, of record in Instrument No. 20070117-0007050 amended in Instrument No. 20130410-0035550, Instrument No. 20130506-0045444 and Instrument No. 20140919-0086380, Register's Office for Davidson County, Tennessee.
3. Terms and limitations imposed by Tennessee Horizontal Property Act, T.C.A. § 66-27-101, et seq.
4. All matters appearing on the Plan of record as Book 9700, page 489, Instrument No. 20020108-0002614 and Instrument No. 20060918-0115493, Register's Office for Davidson County, Tennessee.
5. All matters appearing on the Plan of record attached as Exhibit A to the Second Amendment to Master Deed of record in Instrument No. 20130506-0045444, Register's Office for Davidson County, Tennessee.
6. Declaration of Restrictions and Covenants for Stormwater Facilities and Systems of record in Instrument No. 20120207-0010885 and Instrument No. 20130904-0093008, Register's Office for Davidson County, Tennessee.
7. Storm water detention agreement of record in Instrument No. 20050513-0054468, Register's Office for Davidson County, Tennessee.
8. Rights of adjoining owners in and to the use of party walls located partly upon insured premises and partly upon adjoining premises.

Tennessee Certification of Electronic Document

I, George Mudter, 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 10/5/23 (date of document).

Affiant Signature

10/6/23
Date

State of Tennessee

County of Davidson

Sworn to and subscribed before me this 6 day of October, 2023.

Notary's Signature

MY COMMISSION EXPIRES: _____

NOTARY'S SEAL

