Karen Johnson Davidson County
Batch# 1096731 DEEDWARRSP
02/01/2024 11:12:30 AM 4 pgs
Fees: $23.00 Taxes: $4,162.50
20240201-0007128

This Instrument Prepared By:
K. Brian Hay, Attorney at Law
104 W. 6th Street, Ste. 200
Columbia, TN 38401

Name and Address of New Owner:	Name and Address of Entity Responsible for Payment of Real Property Taxes
Brenda and Clark Elliott Community Property Trust	Same as New Owner
6015 Murray Lane	
Brentwood, TN 37027	

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF One Dollar ($1.00) and other good and valuable consideration, the receipt and legal sufficiency of all of which are hereby acknowledged, **729 Calhoun, LLC, a Delaware limited liability company** *(herein called "Grantor")*, has this day bargained and sold, transferred and conveyed and by these presents does bargain, sell, transfer and convey unto **Brenda and Clark Elliott Community Property Trust** *(herein called "Grantee")* the following described property situated and located in Davidson County, Tennessee, to wit:

The following described tract or parcel of land lying and being in Davidson County, Tennessee and more particularly described as follows:

Land in Davidson County, Tennessee, being all of Lot Nos. 81, 82 and 83, on the map of the subdivision of Lot Nos. 20, 21 and 22, of the W.B. Lewis Plan, of record in Book 57, Page 92, in the Registers Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete and accurate description of said lot.

Being the same property conveyed to 729 Calhoun LLC, a Delaware limited liability company, by Warranty Deed from Akrem Hasan of record in Instrument No. 20230526-0039799, Register's Office for Davidson County, Tennessee.

Tax Parcel #094-13-089.00 (Lot 81 - a/k/a 727 Calhoun Ave)
Tax Parcel #094-13-090.00 (Lot 82 - a/k/a 729 Calhoun Ave)
Tax Parcel #094-13-091.00 (Lot 83 - a/k/a 733 Calhoun Ave)

The property description used herein above is the same as contained in the last deed of reference and no new boundary survey is available.

TO HAVE AND TO HOLD said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to said Grantee, their heirs, successors and assigns, forever; and Grantor does covenant with Grantee that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, except for "**Permitted Exceptions**" as set forth on **Exhibit A** attached hereto, or as herein set out; and Grantor does

further covenant and bind itself, its heirs, successors and representatives, to warrant and forever defend the title to said land to said Grantee, their heirs, successors and assigns, against the lawful claims of all persons claiming by, through or under said Grantor, but not otherwise.

The words "Grantor" and "Grantee" shall include their respective successors and assigns where the context requires or permits.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on this 30th day of January, 2024.

GRANTOR:

729 Calhoun, LLC,
A Delaware limited liability company

By: _____
Wesley J. Palmisano, its Manager

STATE OF TENNESSEE
COUNTY OF FRANKLIN

Before me, K. Brian Hay, a Notary Public in and for the aforesaid state and county, personally appeared **Wesley J. Palmisano**, to me known to be the person(s) described therein (or who proved to me to be the same on a satisfactory basis) and who acknowledged himself to be the **Manager of 729 Calhoun, LLC, a Delaware limited liability company**, being authorized to execute the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as such Manager.

Witness my hand and seal at office in the aforesaid state and county this 31st day of January, 2024.

K. BRIAN HAY
STATE OF TENNESSEE NOTARY PUBLIC
MAURY COUNTY

(SEAL)

_____
Notary Public
My Commission Expires: 06/26/2027

I hereby swear or affirm that to the best of affiant's knowledge, information and belief, the actual consideration for the transfer or the value of the property transferred, whichever is greater, is $1,125,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this 1st day of February, 2024.

(SEAL)

SHANNON R. RICHARDSON
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF WILLIAMSON
MY COMM. EXPIRES 3/17/2024

Notary Public
My Commission Expires: 3-17-2024

EXHIBIT A (Permitted Exceptions)

1. Current year real property taxes which are a lien but not yet due and payable.

2. Subject to all matters shown on the Plan of record in Plat Book 57, Page 92, Register's Office for Davidson County, Tennessee.

3. Subject to any and all matters appearing on ALTA/NSPS survey dated May 10, 2023 prepared by Ragan-Smith-Associates, Inc., including but not limited to overhead power and telephone lines (all lots), sanitary sewer line (Lot 83); fence encroachment (Lot 83); fence encroachment (Lot 81); rights of others in and to the use of the alley at southern boundary line (all lots)

Certificate of Authenticity

I, Alicia Hamilton, 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 1/31/24.

Date

Affiant Signature

2/1/24

Date

State of Tennessee

County of Williamson

Sworn to and subscribed before me this 1 day of February, 2024.

Notary's Signature

My Commission Expires: 3-17-2024

Date

Notary's Seal (if on paper)

SHANNON R. RICHARDSON
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF WILLIAMSON
MY COMM. EXPIRES 03/17/2024