Karen Johnson Davidson County
Batch # 1133381 DEEDWARRSP
05/10/2024 11:03:35 AM 4 pgs
Fees: $23.00 Taxes: $2,290.30
20240510-0034533

This Instrument prepared by:
Bankers Title & Escrow Corporation
3310 West End Avenue
Nashville, TN 37203

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP-PARCEL
Katelyn Anne McKenzie and Zachary James Buckner	New Owner	
505 Community Court, #12		091-08-1A-026.00 CO
Nashville, TN 37209		

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 ($10.00) DOLLARS cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged **RSD 44TH AVENUE, LLC, a Tennessee limited liability company** (the "Grantors"), have bargained and sold, and by these presents do transfer and convey unto the said **Katelyn Anne McKenzie and Zachary James Buckner, wife and husband,** (the "Grantee"), Grantee's successors and assigns, a certain tract or parcel of land in Davidson County, State of TENNESSEE, described as follows:

Land in Davidson County, Tennessee, being Unit No. 26 on the plan of 44Tenn, as shown on Exhibit "B" to the Declaration of Covenants, Conditions and Restrictions of 44Tenn, a Horizontal Property Regime with Private Elements of record as Instrument No. 20210611-0079225, Register's Office for Davidson County, Tennessee, to which plan reference is made for a more complete and accurate description thereof.

Being a portion of the same property conveyed to RSD 44TH AVENUE, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, by deed from SUDEKUM CAPITAL, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, of record as Instrument No. 20180719-0070490, and as Instrument No. 20180719-0070491, dated July 18, 2018, said Register's Office. For further reference see Quitclaim Deed and Instrument of Consolidation of record as Instrument No. 20210611-0079224, said Register's Office.

THIS CONVEYANCE IS SUBJECT TO: (1) Taxes which have been prorated and assumed by Grantee; (2) All restrictions of record; (3) All easements of record; (4) All visible easements; (5) All matters appearing on the plan of record; (6) All applicable governmental and zoning regulations.

This is (X) IMPROVED property known as **505 Community Court, #12, Nashville, TN 37209**

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, and Grantee's successors and assigns forever.

And Grantors covenant with the said Grantee that they are lawfully seized and possessed of the Property in fee simple, have a good right to convey it, and the same is free from all encumbrances made or suffered by Grantors except to the extent otherwise set forth herein.

And Grantors do further covenant and bind themselves, and their successors and assigns, to warrant and forever defend the title to the Property to the said Grantee, Grantee's successors and assigns, against the lawful claims of all persons claiming by, through or under the Grantors, but not further or otherwise.

IN WITNESS WHEREOF, the Grantor has caused this Special Warranty Deed to be executed this the 8th day of May 2024, _____.

RSD 44TH AVENUE, LLC, a Tennessee limited liability company

BY: Red Seal Development Corp., an Illinois corporation

BY: _____
Todd Fishbein,
ITS: CEO

State of Tennessee
County of Davidson

Before me, the undersigned notary for the State and County aforesaid, personally appeared Todd Fishbein with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the CEO OF Red Seal Development Corp., an Illinois Corporaton, the Manager of RSD 44th Avenue, LLC, a Tennessee limited liability company, the within named bargainor, and that he as such CEO executed the foregoing instrument for the purpose therein contained by personally signing the name of corporation as Manager of the limited liability company by himself as CEO.

Witness my hand and official seal at office this 8th day of May 2024, _____.

R. L. MOORE
TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON

_____
NOTARY PUBLIC
My Commission Expires: 11-8-2024

STATE OF Tennessee
COUNTY OF Davidson

The actual consideration or value, whichever is greater, for this transfer is $619,000.00

_____
Affiant

Subscribed and sworn to before me this 8th day of May 2024, _____.

R. L. MOORE
TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON

_____
NOTARY PUBLIC
My Commission Expires: 11-8-2024

PROMISSORY NOTE

$ 600,000.00

Nashville, Tennessee
May 8, 2024

FOR VALUE RECEIVED, the undersigned **Katelyn Anne McKenzie and Zachary James Buckner** (hereinafter called "Borrower"), promises to pay to the order of **Jill R. Buckner and husband, Roger L. Buckner and Karla A. McKenzie and husband David R. McKenzie**, their heirs, successors and assigns (hereinafter called "Lender", which term shall always refer to the lawful owner and holder of the indebtedness evidenced hereby), at the address of the Lender at **1235 S. Highland Ave, Apartment A306, Clearwater, Florida 33756** or at such other place as the Lender may, from time to time, designate in writing, in lawful money of the United States of America, the principal amount of **Six Hundred Thousand DOLLARS AND /100 ($ 600,000.00)**, together with all interest accrued thereon under the terms hereof.

The Borrower shall pay interest on all amounts advanced and outstanding under this Note at a rate of interest equal to Five and one half percent (5.50%) per annum from the date hereof. Interest for each year shall be computed on the basis of a 365-day year composed of twelve (12) calendar months.

Borrower shall make monthly installments (based upon a 40 year amortization) in the amount of $ 3,094.62 on the eighth day of each month beginning on June 8, 2024. The outstanding principal balance hereof, together with all accrued and unpaid interest thereon, and all unpaid costs and expenses of Lender hereunder, shall be due and payable in full on the tenth anniversary date which is May 8, 2034 without grace (the "Maturity Date"). Upon the request of the Lender, Borrower agrees to divide the monthly payment in half and pay one half to Buckner and one half to McKenzie at addresses designated by Lender.

If any payment hereunder becomes due and payable on a day other than a business day, the maturity thereof shall be extended to the next succeeding business day and interest shall be payable at the rate in effect during such extension. As used herein, the term "business day" shall mean a day other than a Saturday, Sunday or day on which commercial banks are authorized to close under the laws of the State of Tennessee.

Notwithstanding any provisions to the contrary, it is the intent of the Lender, the Borrower, and all parties liable on this Note, that neither the Lender nor any subsequent holder shall be entitled to receive, collect, reserve, or apply, as interest, any amount in excess of the maximum lawful rate of interest permitted to be charged by applicable law or regulations, as amended or enacted from time to time. In the event this Note calls for an interest payment that exceeds the maximum lawful rate of interest then applicable, such interest shall not be received, collected, charged, or reserved until such time as that interest, together with all other interest then payable, falls within the then applicable maximum lawful rate of interest. In the event the Lender, or any subsequent holder, receives any such interest in excess of the then applicable maximum lawful rate of interest, such amount which would be excessive interest shall be deemed a partial prepayment of principal and treated hereunder as such, or, if the principal indebtedness evidenced hereby has been paid in full, any remaining excess funds shall immediately be repaid to the Borrower. As used herein, the term "maximum lawful rate of interest" shall mean a rate of interest equal to the higher or greater of the following: (a) the "applicable formula rate" defined in Tennessee Code Annotated Section 47-14-102(2), or (b) such other rate of interest as may be charged under other applicable laws or regulations.

The Borrower shall have the right to prepay in part or full the principal amount outstanding hereunder at any time without premium or penalty.

All monies received pursuant hereto shall be applied first to the accrued and unpaid interest with the balance, if any, applied to the reduction of the principal amount outstanding, unless otherwise elected by Lender.

This Note and the interest hereon may be secured by, among other things, a Deed of Trust (the "Deed of Trust"), of even date herewith, from Borrower to R. L. Moore , Trustee, for the benefit of Lender, conveying certain real property in Davidson, County, Tennessee, known as 505 Community Court, #12, Nashville, Tennessee, as more particularly described in the Deed of Trust.

Lender shall have the optional right, without further notice, to declare the amount of the total unpaid balance hereof to be due and payable forthwith in advance of the maturity date, upon the failure of Borrower to make any payment (whether principal, principal and interest, or interest only) in full within five (5) days of the date when due hereunder, or upon the occurrence of any other default or Event of Default under this Note, the Deed of Trust, or any other instrument or document evidencing or securing repayment of the indebtedness evidenced hereby. Forbearance to exercise this option with respect to any failure or breach of the Borrower shall not constitute a waiver of the right as to any subsequent failure or breach. After this Note matures, whether by its terms, demand, acceleration or otherwise, the entire unpaid principal balance hereof and accrued but unpaid interest thereon shall bear interest at the maximum lawful rate of interest permitted by applicable law on such date, or on the date hereof, whichever is greater.

Borrower shall pay to Lender, upon demand, a "late charge" equal to five percent (5%) of the total amount of any payment required hereunder not received by the Lender within fifteen (15) days after the date such payment is due to defray the expense incurred by Lender in handling and processing such delinquent payment and not as a penalty or forfeiture; provided, however, in no event shall said "late charge" result in the payment of interest in excess of the maximum lawful rate of interest permitted by applicable law.

Time is of the essence of this Note, and in case this Note is collected by law or through an attorney-at-law, or under advice therefrom, whether or not suit is brought, Borrower agrees to pay all costs of collection, including reasonable attorney's fees.

This Note may not be amended, modified or supplemented without the prior written approval of Lender and Borrower. No waiver of any term or provision hereof shall be valid against Lender unless such waiver be in writing executed by Lender.

This Note has been executed and delivered in, and shall be governed by and construed and enforced according to the laws of, the State of Tennessee, except to the extent pre-empted by applicable laws of the United States of America.

The makers, endorsers, guarantors and all parties to this Note, and all who may become liable for same, jointly and severally waive presentment for payment, protest, notice of protest, notice of nonpayment of this Note, demand and all legal diligence in enforcing collection, and hereby expressly agree that the lawful owner or holder of this Note may defer or postpone collection of the whole or any part thereof, either principal and/or interest, or may extend or renew the whole or any part thereof, either principal and/or interest, or may accept additional collateral or security for the payment of this Note, or may release the whole or any part of any collateral, security, and/or liens given to secure the payment of this Note, or may release from liability on account of this Note any one or more of the makers, endorsers, guarantors and/or other parties thereto, all without notice to them or any of them, and such deferment, postponement, renewal, extension, acceptance or release of additional collateral or security and/or release shall not in any way affect or change the obligation of any such maker, endorser, guarantor or other party, or change the obligation of any such maker, endorser, guarantor or other party, to this Note, or of any other party who may become liable for the payment thereof.

If more than one party shall execute this Note, the term "Borrower", as used herein, shall mean all parties signing this Note and each of them and each accommodation maker (as regards the other accommodation makers) shall be jointly and severally obligated hereunder.

IN WITNESS WHEREOF, the undersigned has executed this Note as of the date first above written.

BORROWER:

Katelyn A. McKenzie

Katelyn Anne McKenzie

Zachary James Buckner