This instrument prepared by:
Momentum Title, LLC
2500 21st Avenue South
Suite #102
Nashville, TN 37212
File Number: 4-3394-TC

Karen Johnson Davidson County
Batch# 1146619 DEEDQC
06/12/2024 03:46:30 PM 5 pgs
Fees: $27.00 Taxes: $0.00
20240612-0044147

This instrument was prepared from information supplied by the parties. Momentum Title, LLC has not conducted a title examination, survey, or settlement, and shall not be responsible for any matter that could have been resolved by a title examination, survey, or settlement.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $0.00

Affiant

Subscribed and sworn to before me, this the 11th day of June, 2024.

Notary Public
My Commission Expires: 5-9-2026

MICHAEL FERRENCE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 5-9-2026

| Address New Owner(s) | Send Tax Bills To: | Map-Parcel Number(s) |
|---|---|---|
| The Jupiter Trust<br>1132 B Cahal Avenue<br>Nashville, TN 37206 | New Owner | 072 14 0 044.00 |

## QUITCLAIM DEED

**FOR AND IN CONSIDERATION** of the sum of One Dollar ($1.00), and other good and valuable consideration, receipt of which is hereby acknowledged, I, **Mark Edward Bottom, unmarried man** ("Grantor") do hereby quitclaim and convey unto **MARK E. BOTTOM, Trustee of THE JUPITER TRUST, dated January 3, 2018** ("Grantee"), its successors and assigns, all of the Grantor's right, title and interest in and to a certain tract or parcel of land located in Davidson County, Tennessee and described as follows:

A certain unit located in Davidson County, Tennessee, being known and designated as Unit No. B of HOMES AT 1132 CAHAL AVE. AVE., a Horizontal Property Regime with Private Elements, established pursuant to the Declaration of Covenants, Conditions and Restrictions establishing HOMES AT 1132 CAHAL AVE. AVE., a Horizontal Property Regime, of record in Instrument Number 20230223-0012884, as amended in Instrument No. 20230331-0023559 and Instrument No. 20230601-0041340 in the Register's office for Davidson County, Tennessee, and with said Unit being depicted on Exhibit "C" to said Declaration; together with a percentage interest in the common elements as set forth in said Declaration.

Being the same property conveyed to Mark Edward Bottom, unmarried man, by Warranty Deed from Timo6, LLC, a Tennessee Limited Liability Company, dated May 30, 2024 and recorded May 31, 2024, of record in Instrument No. 20240531-0040314, Register's Office of Davidson County, Tennessee.

Being a part of the same property conveyed to Timo6, LLC, by Warranty Deed from Michael Hull, of record in Instrument No. 20221114-0120944, in the Register's Office of Davidson County, Tennessee, dated November 10, 2022, and recorded on November 14, 2022.

Being the same property conveyed to Michael Hull, by Warranty Deed from Helen A. Goodloe, a Single Person, of record in Instrument No. 20220818-0093614, in the Register's Office of Davidson County, Tennessee, dated August 05, 2022, and recorded on August 18, 2022.

This is improved property located at: **1132 B Cahal Avenue, Nashville, TN 37206**

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

Said property is conveyed subject to such limitations, restrictions and encumbrances as may affect the property.

**IN WITNESS WHEREOF**, Grantor has executed this instrument on this 11th day of June, 2024.

GRANTOR:

Mark Edward Bottom

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared **Mark Edward Bottom**, 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 executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office this 11th day of June, 2024.

Notary Public
My Commission expires: 5-9-2026

MICHAEL FERRENCE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 5-9-2026

File Number: 4-3394-TC

**QUITCLAIM DEED, OPEN DEED OF TRUST WITH DUE ON SALE CLAUSE WAIVER AND RELEASE OF LIABILITY**

I, the undersigned, acknowledge that I am the owner of **1132 B Cahal Avenue, Nashville, TN 37206** (herein "Property") and being further described as:

A certain unit located in Davidson County, Tennessee, being known and designated as Unit No. B of HOMES AT 1132 CAHAL AVE. AVE., a Horizontal Property Regime with Private Elements, established pursuant to the Declaration of Covenants, Conditions and Restrictions establishing HOMES AT 1132 CAHAL AVE. AVE., a Horizontal Property Regime, of record in Instrument Number 20230223-0012884, as amended in Instrument No. 20230331-0023559 and Instrument No. 20230601-0041340 in the Register's office for Davidson County, Tennessee, and with said Unit being depicted on Exhibit "C" to said Declaration; together with a percentage interest in the common elements as set forth in said Declaration.

Being the same property conveyed to Mark Edward Bottom, unmarried man, by Warranty Deed from Timo6, LLC, a Tennessee Limited Liability Company, dated May 30, 2024 and recorded May 31, 2024, of record in Instrument No. 20240531-0040314, Register's Office of Davidson County, Tennessee.

Being a part of the same property conveyed to Timo6, LLC, by Warranty Deed from Michael Hull, of record in Instrument No. 20221114-0120944, in the Register's Office of Davidson County, Tennessee, dated November 10, 2022, and recorded on November 14, 2022.

Being the same property conveyed to Michael Hull, by Warranty Deed from Helen A. Goodloe, a Single Person, of record in Instrument No. 20220818-0093614, in the Register's Office of Davidson County, Tennessee, dated August 05, 2022, and recorded on August 18, 2022.

I acknowledge that the Property may be encumbered by an open Deed of Trust, multiple Deeds of Trusts, or encumbrances (herein collectively "Deed of Trust"). That said Deed of Trust more than likely includes a Due on Sale and/or Due on Transfer Clause, wherein if all or part of the Property or any interest in the Property is sold or transferred without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by the Deed of Trust. I acknowledge that by executing a Quitclaim Deed for the Property, this could be viewed, interpreted, or determined to be a sale or transfer as described in the Deed of Trust as mentioned above.

I also acknowledge that I do NOT currently have a Short-Term Rental (STR) Permit issued by a local governing authority. I understand that if I have been issued a STR Permit by a local authority that transferring of any interest in the property may create a situation whereby STR will revoked and be deemed void an/or that I may be penalized for an unknown time period and not allowed to apply for another STR during that unknown time due to any transfer of this property.

Momentum Title, LLC is a title insurance agency and not a law firm. While employees and Associates of the Title Company may be attorneys, this transaction is being conducted by and through the Title Company, and not a law firm or any individual acting as an attorney for any party to this transaction. The employees, managers, and representatives of the Title Company do not provide legal advice and do not represent any party in this real estate transaction. The Title Company has an obligation to keep matters and information confidential to the greatest extent practicable. This obligation applies to the Grantor, Grantee, and other parties who may be involved in the real property transaction. The Title Company is also obligated to deal openly and equally with every party and to do so in a fair and impartial manner. The Borrower hereby waives all conflicts of interest that can be waived. The Title Companies employees, managers and representatives cannot provide legal advice or represent you because we are not a law firm and because of our duty to deal fairly and openly with all parties involved. Any statements made by an employee, manager or representative of the Title Company during the course of your transaction is not intended to be and shall not be construed to be legal, tax, or estate-planning advice, and no attorney-client relationship shall arise as a result of this transaction. We suggest you contact a lawyer or a qualified tax advisor concerning any questions you may have with respects to the legal, estate-planning or tax consequences of your transaction.

I acknowledge that Momentum Title, LLC has informed me about the possibility of my Lender calling the full amount of all sums secured by the Deed of Trust due as a result me executing a Quitclaim Deed for the Property. Momentum Title, LLC has suggested that I consult with a certified public accountant prior to me executing a Quitclaim Deed for the Property. I acknowledge that Momentum Title, LLC is not providing any accounting or tax advice by drafting and providing said Quitclaim Deed.

I acknowledge that Momentum Title, LLC is not responsible for any legal consequences as a result of the transfer of title, including the violation of any land use limitations or restrictions, zoning, permits, regulatory prohibitions, licensing, or any other matters of public record or statutory application.

I expressly undertake to indemnify and to hold harmless Momentum Title, LLC, its attorneys, agents, employees, representatives, and any and all parent or sister companies from all liability and/or loss or damages for or arising out of the execution of any Quitclaim Deed prepared by Momentum Title, LLC.

**Mark Edward Bottom**

**Tennessee Certification of Electronic Document**

I, Emma Howard, 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 6/11/24 (date of document).

Emma Howard
Affiant Signature

6/11/24
Date

State of Tennessee

County of Rutherford

Sworn to and subscribed before me this 11 day of June, 2024.

KELLIE L. PARSONS
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY

Kellie L. Parsons
Notary's Signature

MY COMMISSION EXPIRES: 8/21/27

NOTARY'S SEAL