Prepared by:
Record and Return To:
Chapman and Cutler and Title, Inc
10 Burton Hills Blvd., Suite 130
Nashville, TN 37215

20241378R

SEZEN YILMAZ
NOTARY PUBLIC
STATE OF TENNESSEE
DAVIDSON COUNTY
MY COMMISSION EXPIRES SEPTEMBER 08, 2025

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $$1,500,000.00.

Affiant

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

Notary Public

My commission expires: _____

THIS INSTRUMENT WAS PREPARED BY
Windmill Title, LLC
7103 Bakers Bridge Ave., Ste 103
Brentwood, TN 37027
Phone: (615) 613-0483

Karen Johnson
Batch # 1189512
10/03/2024 10:02:52 AM
Fees: $18.00 Taxes: $5,550.00

Davidson County
DEEDWARRSP
3 pgs

20241003-0076722

SPECIAL WARRANTY DEED

Address of New Owner(s) as follows:	Send Tax Bills To:	Information for Reference Purposes:
Antonia M. Carter	**New Owner**	**116-13-0-142.00**
1314 Page Road		
Nashville, TN 37205		

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEE(S), AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE,

Cumberland Trust & Investment Company, as Trustee of the Mac Elder Ozier Marital Trust

HEREINAFTER CALLED THE GRANTOR(S), HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO

Antonia M. Carter

HEREINAFTER CALLED THE GRANTEE(S), HIS/HER/THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND, DESCRIBED AS FOLLOWS, TO-WIT:

Land in Davidson County, Tennessee, being Lot No. 9 on the Plan of Boxcroft of record in Plat Book 4860, Page 28, in the Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

Said Lot No. 9 fronts 55.15 feet on the Southeasterly side of Boxcroft Place and runs back between parallel lines that measure 145 feet to a line in the rear which measures 55.18 feet thereon.

Being the same property conveyed to Betsy R. Ozier by Warranty Deed from Martha L. Thurmond and Nashville Bank and Trust Company, Co-Trustees of the Donald W. Thurmond n QTIP Trust of record in Instrument No. 20120731-0061576 Register's Office for Davidson County, Tennessee, dated July 06, 2012 and recorded on July 13, 2012.

Being the same property conveyed to Besty Ozier and Cumberland Trust and Investment Company, Co-Trustees of the Mac Elder Ozier Marital Trust by Special Warranty Deed from Betsy R. Ozier of record in Instrument No. 20130904-0093074 Register's Office for Davidson County, Tennessee, dated August 28, 2013 and recorded on September 4, 2013.

This conveyance is subject to all recorded declarations, covenants, conditions, restrictions, planning documents and easements of public record in said Register's Office, all applicable governmental and zoning regulations, and a lien for taxes for the current year, which have been prorated and assumed by Grantee.

This conveyance is subject to:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured

acquires for value of record the estate or interest or Mortgage thereon covered by the form.

2. Rights or claims of parties in possession not shown by the public records.

3. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

4. Taxes or special assessments which are not shown as existing liens by the public records.

5. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

6. Easements or claims of easements not shown by the Public Records.

7. If improvements are completed after January 1 of any year, and the law, pursuant to TCA 67-5-509 and TCA 67-5-603, requires supplemental assessment for the year in which improvements are completed, the company assumes no liability for taxes assessed by correction or supplemental assessment.

8. Taxes for the year 2024, a lien not yet due and payable.

9. Subject to all matters shown on the Plan of record in Plat Book 4860, Page 28, Register's Office for Davidson County, Tennessee.

10. Charter of record in Instrument Number 20150811-0080388, in the Register's Office for Davidson County, Tennessee.

11. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Covenants, Conditions and Restrictions of record in Book 4932, Page 76, as amended in Book 4956, Page 648 and corrected in Book 5430, Page 263, Register's Office for Davidson County, Tennessee, 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.

12. By-Laws of The Association of Owners of Boxcroft of record in Book 5365, Page 7 and Amended, Consolidated and Restated By-laws of the Boxcroft Homeowners Association Nashville, Tennessee recorded in Instrument no. 20130725-0076994 and Instrument no. 20171003-0101197, in the Register's Office for Davidson County, Tennessee.

13. Subject to rights of others in and to the common areas and/or elements.

This conveyance is further subject to all recorded declarations, covenants, conditions, restrictions, planning documents and easements of public record in said Register's Office, all applicable governmental and zoning regulations, and a lien for taxes for the current year, which have been prorated and assumed by Grantee(s).

This is improved (_X_) unimproved (____) property known as 5133 Boxcroft Place, Nashville, TN 37205.

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(S), their heirs and assigns forever; and we do covenant with the said GRANTEE(S) that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEE(S), their heirs and assigns, against the lawful claims of all persons claiming the same by, through, or under the GRANTOR but no further or otherwise. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS MY/OUR HANDS EFFECTIVE AS OF 1st day of October, 2024:

Cumberland Trust & Investment Company, as Trustee of the Mac Elder Ozier Marital Trust
Cumberland Trust and Investment Company executes this instrument solely in its fiduciary capacity and not individually, and in the course of the administration of a decedent's estate/trust, and the representations and warranties herein made by it are limited to those representations and warranties it can and should make in its fiduciary capacity and not further nor otherwise.
Cumberland Trust & Investment Company, Executor/Trustee

By: _____
Robert Ottinger, Special Assets Officer,
Special Assets Administration

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

ENTITY GRANTOR ACKNOWLEDGEMENT

Personally appeared before me, a Notary Public of said County and State, Robert Ottinger, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who, upon oath, acknowledged himself/herself to be Special Assets Officer, Special Assets Administration of Cumberland Trust & Investment Company, Trustee of the Mac Elder Ozier Marital Trust, the within named Grantor, and that he/she, being authorized to do so, executed the within instrument for the purposes therein contained by signing his/her name on behalf of said Grantor.

Witness my hand, at office, this the 1st day of October, 2024.

My Commission Expires: 5/13/28

_____
Notary Public

