Karen Johnson Davidson County
Batch# 1234637 DEEDWARR
02/05/2025 03:54:30 PM 4 pgs
Fees: $23.00 Taxes: $1,794.50
20250205-0008901

Prepared By & Return To:
Tennessee Title Services LLC-Hendersonville
101 Springhouse Court
S-202
Hendersonville, TN 37075
H-25-250

STATE OF TENNESSEE
COUNTY OF ~~Sumner~~ Davidson
CO

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $485,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 31st day of January, 2025

Notary Public

Commission Expires: 11-21-2027

CHERYL M RODGERS
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF RUTHERFORD

Address of New Owner	Send Tax Bills To:	Map & Parcel
Byron Scott Middendorf 4505 Harding Pike, 31W Nashville, TN 37205	New Owner	116-03-0A-053.00-CO

WARRANTY DEED

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, I/WE,

Woods K. Wellborn, a single man

HEREINAFTER REFERRED TO AS THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO

Byron Scott Middendorf, a single man

HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

A Certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

Unit Labeled Apartment 53-E of said project as shown on the Plan recorded in Book 4460, Page 189, Register's Office for Davidson County, Tennessee, excepting and reserving any portion of the common elements lying within said unit and forth in the Declaration and an

undivided 2.98404% interest appurtenant to the unit in all common elements of said project as described in said Declaration including the building and land described below:

A parcel of land in Nashville, Davidson County, Tennessee, bounded on the East by Woodmont Boulevard and being South of Harding Road, and being Lot No. 8 on the plat of Royal Oaks, of record in Book 4800, Page 201, Register's Office for said County, more particularly described as follows:

Beginning at a point in the Westerly margin of Woodmont Boulevard, South 39 degrees 07 minutes East, 381.7 feet from the South margin of Harding Road, said point being the Southeast corner of Lot 5; thence South 39 degrees 07 minutes East along the West margin of Woodmont Boulevard, 66.6 feet to a point and the Northeast corner of Mrs. Adele Morrissey's property, as of record in Book 888, Page 2, Register's Office for Davidson County; thence South 51 degrees 13 minutes West, 175.7 feet along the Northerly property line of Morrissey to a point; thence South 36 degrees 57 minutes East, 192.7 feet to a point, being a common corner with Lot No. 2; thence along a common line with Lots Nos. 2, 3, 4 and 5, the following calls: South 50 degrees 33 minutes West, 68.2 feet to a point; North 36 degrees 57 minutes West, 43.4 feet to a point, South 53 degrees 03 minutes West, 2.70 feet to a point; South 16 degrees 33 minutes West, 60.0 feet to a point; South 50 degrees 31 minutes West, 81.0 feet to a point, South 76 degrees 00 minutes West, 80.0 feet to a point; North 55 degrees 38 minutes West, 70.6 feet to a point; North 41 degrees 48 minutes West, 60.00 feet to a point; North 48 degrees 12 minutes East, 299.3 feet to a point; South 16 degrees 57 minutes East, 15.7 feet to a point; North 51 degrees 13 minutes East, 173.2 feet to the point of beginning.

A perpetual easement for ingress and egress for normal vehicular and pedestrian traffic upon that parcel of ground designated "easement for driveway" upon the recorded plan of Royal Oaks, of record in Book 4300, Page 201, Register's Office for Davidson County, which proceeds in a Southeasterly direction from Harding Road to said Lot 3 and around the Westerly and Southerly side of the same, said driveway being located between Lots 1 and 4 and between Lots 1 and 3 on said plan. This easement is in common with the owner of Lots 1, 2 and 4 on said plan, and with all persons claiming by, through, or under Charles F. Alexander, Trustee and each of said owners and their respective heirs, successors and assigns, provided that Royal Oaks Limited, a Texas Limited Partnership, grantor under the Warranty Deed of record in Book 4668, Page 986, Register's Office for Davidson County, Tennessee, its successors and assigns shall be responsible for the maintenance of this driveway. This grant of said easement is expressly subject to a Deed of Trust from said Royal Oaks, Limited, a Texas Limited Partnership, to Dwight Webb, Jr., Trustee, dated April 14, 1970, and of record in Book 4410, Page 595, said Register's Office, securing an indebtedness described therein in favor of Massachusetts Mutual, Life Insurance Company.

Being a portion of the same property conveyed to Woods K. Wellborn by Warranty Deed from Terrance N. Fails, Jr. of record in Instrument No. 20051102-0132694 Register's Office for Davidson County, Tennessee, dated October 28, 2005 and recorded on November 02, 2005. Scriveners Affidavit of record in Instrument No. 20080513-0049051,

Register's Office for Davidson County, Tennessee. The Parking Spaces #2 and #3 of said project that were included in said prior conveyance are excluded from the current conveyance.

THIS CONVEYANCE IS MADE SUBJECT TO: (1) all easements, restrictive covenants and conditions, and other matters of record, including all items set out on any applicable plat of record; (2) any and all applicable governmental and/or zoning regulations; (3) taxes which have been pro-rated as of the date of closing and assumed by the Grantee herein.

The foregoing legal description is the same as contained in the resource of title shown above.

This is improved property known as: 4505 Harding Pike 53E, 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 GRANTEES, their heirs and assigns forever; and we so covenant with the said GRANTEES 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 GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. 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.

Dated this the 31st day of January, 2025.

Woods K. Wellborn

Woods K. Wellborn

STATE OF TENNESSEE
COUNTY OF DAVIDSON

On this 31st day of January, 2025, before me personally appeared Woods K. Wellborn, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that such person (or persons) executed the same as such person's (or persons') free act and deed.

Witness my hand, at office, this 31st day of January, 2025.

Cheryl M Rodgers

Notary Signature
My commission expires:

11-21-2027

CHERYL M RODGERS
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF RUTHERFORD

Certificate of Authenticity

I, Joshua A. Terry, 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 1131125.

Affiant Signature – Joshua A. Terry

2/4/25

Date

State of Tennessee

County of Williamson

Sworn to and subscribed before on 2/4/25.

Notary Public

KATHLEEN WILLIAMS
TENNESSEE NOTARY PUBLIC
COUNTY OF WILLIAMSON

My Commission Expires: 5-10-27