Prepared by/Return to: Mark B. Leedom, Esq. 636 Grassmere Park Drive Suite 130B Nashville, TN 37211 Karen Johnson Davidson County Batch# 1291720 DEEDQC 06/30/2025 11:11:30 AM 6 pgs Fees: $32.00 Taxes: $0.00 20250630-0051319	STATE OF TENNESSEE COUNTY OF Davidson The actual consideration or value, whichever is greater, for this transfer is $-0- Affiant Subscribed and sworn to before me, this 19 day of June, 2025. Notary Public My commission expires: 7-22-25

KAREN K. VALENTINE
STATE OF TENNESSEE NOTARY PUBLIC
ROBERTSON COUNTY

QUITCLAIM DEED

Address of New Owner(s) as follows:	Send Tax Bills To:	Map-Parcel Number
Erin Dias, Trustee of The Berry Family Trust	**New Owner**	**05910006600**
PO BOX 695	**PO BOX 695**	
Madison, TN 37116	**Madison, TN 37116**	

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) cash in hand paid by the herein GRANTEE, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Myrna J Berry, unmarried , herein called "GRANTOR(S)", by these presents, does hereby quitclaim and convey unto ERIN DIAS, TRUSTEE OF THE BERRY FAMILY TRUST, herein called "GRANTEE(S)", his/her/their successors, heirs and assigns**, an undivided 25% interest** in and to a certain tract or parcel of land in Davidson County, Tennessee, to-wit:

Land in Davidson County, Tennessee, being Lot No. 310, Plan of Haynes Manor, of record in Book 3700, Page 88, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete and accurate legal description of said property.

Being the same property conveyed to Arthur J Berry and Myrna J Berry, husband and wife, by Warranty Deed from Robert Stout and wife, Yvonne Stout, dated December 21, 2015, of record in Instrument No. 20151228-0129915, in the Register's Office for Davidson County, Tennessee. Arthur J. Berry having since died on January 15, 2017 leaving Myrna J. Berry as the sole surviving spouse.

By way of recital, this conveyance is made subject to the terms and provisions of that certain Equity Participation Agreement and Promissory Note of even date entered into by and between the Grantor and Grantee herein, which said Equity Participation Agreement and Promissory Note is incorporated herein by reference.

For recital purposes, the above-described property is improved property known as 722 Rowan Drive, Nashville, TN 37207.

Preparer makes no representation as to the accuracy of the information contained herein, this instrument having been prepared without benefit of title search upon information furnished by the parties hereto.

WITNESS my/our hand(s) this 19 day of June, 2025.

Myrna J Berry

STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me, a Notary Public of said County and State, the within named Myrna J Berry, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he/she/they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office this 19 day of June, 2025.

Notary Public

My Commission Expires: 7-22-25

KAREN K. VALENTINE
STATE OF TENNESSEE NOTARY PUBLIC
ROBERTSON COUNTY

EQUITY PARTICIPATION AGREEMENT AND PROMISSORY NOTE

For an in consideration of the sum of **$30,000,** the receipt and sufficiency of which is hereby acknowledged, **Myrna J Berry,** hereinafter "Obligor", does hereby grant to TN Homebuyers Inc., its heirs/successors, and/or assigns, hereinafter "Obligee", a **25%** equity interest in that particular real property presently owned by Obligor, the same bearing the street address of 722 Rowan Drive, Nashville, TN 37207 hereinafter "subject property", upon the following terms and conditions:

1. Obligor shall execute and cause to be recorded in the appropriate Register of Deed's Office, a Quitclaim Deed conveying an undivided **25%** interest in that real property hereinabove mentioned.

2. At the expiration of **60 MONTHS** from date of execution hereof, or at such time prior thereto as the parties may in writing agree, Obligor promises to pay to the order of Obligee that sum representing **25%** of the equity in subject property as established by an independent appraisal of same, or **$54,000,** whichever sum is greater, in full. The fulfillment of Obligor's promise to pay said sum to Obligee shall, by mutual agreement of the parties, be accomplished by one of the three following methods, to-wit:

a. a sale of the subject property from Obligor to Obligee at a price mutually agreed upon by the parties; or,

b. a sale of the subject property by Obligor and Obligee to a third party at a price to be negotiated by and between Obligor and Obligee, as Myrna J Berry, and any said third party, as purchaser; or,

c. a refinance of the subject property.

Regardless of which option is chosen by the parties to discharge Obligor's promise to pay Obligee, it is specifically understood and agreed by the parties hereto that the Obligee's right to payment shall be treated as if it were a security interest in subject property entitled to priority over all other security interests in subject property except for those that may exist at the time of the execution of this instrument.

3. Obligor and Obligee hereby agree to cooperate with each other and to execute any and all instruments as the same may be required to accomplish the purposes of the within Agreement.

4. If Obligor fails to perform according to the terms contained herein, or in any way fails to cooperate with Obligee, its heirs, successors, and/or assigns, to accomplish the purposes of the within Agreement, Obligee shall have the option to enforce this Agreement through specific performance. In the event of any default by Obligor, Obligor shall pay all costs, charges, and expenses in collecting the money hereby secured, including reasonable attorney's fees, and any/all monies paid by Obligee by reason of default of Obligor.

5. This Agreement shall stand as security for the performance of Obligor, and as security of the payment of the obligation of Obligor under this Agreement.

6. In connection with any litigation including appellate proceedings arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party.

7. Obligor shall cause Obligee to be named as a beneficiary on Obligor's homeowner's insurance policy for the duration of this Agreement via a loss payable clause in the amount of **$54,000**, and shall furnish Obligee with a copy of such policy or declarations page, both at inception of the policy and upon each renewal.

8. Obligor agrees to maintain flood insurance on the subject property.

9. Obligor agrees to maintain subject property in a safe condition for all guests, invitees, visitors, and all other persons who may come onto the subject property, and Obligor further agrees to defend and hold the Obligee harmless from any claims whatsoever arising out of Obligor's used of the subject property or the condition of same whether such claims be made by any injured party.

10. Any notice to be given or to be served upon any party hereto in connection with this Agreement must be in writing. A notice may be delivered to a party at the address as listed below, or to a new address that a party designates in writing.

Address of Obligor: **722 Rowan Drive, Nashville, TN 37207**

Address of Obligee: **1105 Bellshire Dr, Nashville, TN 37207**

10. This Agreement and the transaction contemplated hereby, shall be governed, construed, and enforced in accordance with the laws of the State of Tennessee.

11. The waiver of failure of either party to exercise in any respect any right provided in this Agreement shall not be deemed a waiver of any right or remedy to which the party may be entitled.

12. This Agreement is the entire agreement between the parties with respect to the transaction contemplated herein. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument.

13. In the event that any provision, clause, sentence, section or other part of this Agreement is held to be invalid, illegal, inapplicable, unconstitutional, contrary to public policy, void, or unenforceable in law to any person or circumstance, Obligor and Obligee intend that the balance of this Agreement shall nevertheless remain in full force and effect so long as the purpose(s) of the Agreement is not affected in any manner adverse to either party.

14. Obligor acknowledges and understands that this transaction constitutes a conveyance of a portion of the beneficial ownership in the Property to Obligee. Further, Obligor acknowledges and understands that the consideration paid for the aforementioned beneficial ownership interest in the Property may not reflect its fair market value.

15. Obligee shall have the right to assign, transfer, or otherwise convey its interests under this Agreement in whole or in part to any third party without having to obtain the consent of Obligor.

16. It is mutually agreed by and between the parties hereto, that time of payment shall be an essential part of this Agreement, and that all covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, and assigns of the respective parties.

IN WITNESS WHEREOF, the parties have executed this Equity Participation Agreement and Promissory Note on this, the 19 day of June, 2025.

Myrna J. Berry

Obligor, Myrna J Berry

Obligee: ; Erin Dias Authorized Representative of TN Homebuyers

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Myrna J Berry, Obligor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office on this, the 19 day of June, 2025.

My commission expires: 7-22-25 Karen Valentine

NOTARY PUBLIC

KAREN K. VALENTINE STATE OF TENNESSEE NOTARY PUBLIC ROBERTSON COUNTY

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Erin Dias, Obligee, with whom I am personally acquainted, and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office on this, the 19 day of June, 2025.

My commission expires: 7-22-25 Karen Valentine NOTARY PUBLIC

KAREN K. VALENTINE STATE OF TENNESSEE NOTARY PUBLIC ROBERTSON COUNTY

Certificate of Authenticity

I, Erin Dias, 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 original document executed and authenticated according to law on 6/19/25.

Date

Affiant Signature

6/20/25

Date

State of TN

County of Davidson

Sworn to and subscribed before me this 26 day of June, 2025.

Notary's Signature

My Commission Expires: 7-22-25

Date

Notary's Seal (if on paper)

KAREN K. VALENTINE
STATE OF TENNESSEE NOTARY PUBLIC
ROBERTSON COUNTY