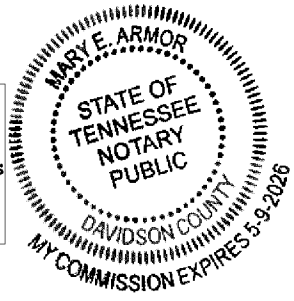
WARRANTY DEED

Karen Johnson Davidson County
Batch# 1320689 DEEDWARR
09/10/2025 09:41:30 AM 5 pgs
Fees: $28.00 Taxes: $6,752.50
20250910-0072255



STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $1,825,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS ___ DAY OF _____, 20___.

Notary Public

MY COMMISSION EXPIRES:

(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY
Hardeman, Montgomery & Potter, 4301 Hillsboro Pike, Suite 300, Nashville, TN 37215

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Chad Yarbrough	Chad Yarbrough	
(NAME)	(NAME)	
2801 B W Kirkwood Ave	2801 B Kirkwood Ave	118 02 2M 002.00
(ADDRESS)	(ADDRESS)	
Nashville, TN 37204	Nashville TN 37204	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND 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, **WE, JMTN PROPERTIES, LLC, A TENNESSEE LIMITED LIABILITY COMPANY**, HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO **CHAD YARBROUGH, 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:

Land in Davidson County, Tennessee, being Unit B of COTTAGES AT HALCYON & WEST KIRKWOOD, a Horizontal Property Regime with Private Elements located at Nashville, Davidson County, Tennessee, and described in a Declaration of Covenants, Conditions and Restrictions for COTTAGES AT HALCYON & WEST KIRKWOOD, a Horizontal Property Regime with Private Elements, of record as Instrument No. 20231018-0081605, Register's Office for Davidson County, Tennessee, to which reference is hereby made. The easements, restrictive covenants, conditions and regulations imposed upon and relating to the units, property, co-owners and tenants of COTTAGES AT HALCYON & WEST KIRKWOOD, a Horizontal Property Regime with Private Elements, contained in said Declaration, the plat filed as Exhibit "B" to said Declaration appearing in Instrument No. 20231018-0081605, and Bylaws appended thereto as Exhibit "C", said Register's Office, are incorporated hereby reference and made a part hereof the same as though copied herein for a more complete identification and description of said Unit.

Being part of the same property conveyed to JMTN Properties, LLC, a Tennessee Limited Liability Company, by Warranty Deed from Irene Alesia Wade, an unmarried woman, of record in Instrument No. 20230503-0032801, in the Register's Office of Davidson County, Tennessee, dated May 01, 2023 and recorded on May 03, 2023.

This conveyance is subject to all easements, restrictive covenants and conditions, and all other matters of record, including all items set out on any applicable plat of record.

MO2025-1083

unimproved
This is improved x property, known as 2801 B W Kirkwood Ave, Nashville, TN 37204
(House Number) (Street) (P.O. Address) (City or Town) (Postal Zip)

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 do 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.

Witness my hand this 8th day of September, 2025

JMTN PROPERTIES, LLC, A TENNESSEE LIMITED LIABILITY COMPANY

BY: X [signature]

RYAN MAXWELL, MANAGER

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, the undersigned notary public of Davidson County, Tennessee, personally appeared Ryan Maxwell 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 Manager of JMTN Properties, LLC, a Tennessee limited liability company the within named bargainor, a limited liability company and that he as such Manager, executed the foregoing instrument for the purpose therein contained by personally signing the name of the limited liability company as Manager.

Witness my hand and official seal this 8th day of September, 2025.

Commission expires:

[signature]

Notary Public

My Commission Expires 10/4/27

MO2025-1083

OWNERS AFFIDAVIT AND INDEMNITY AGREEMENT
AS TO LEASES, FIXTURES, ENCUMBRANCES, MECHANICS LIENS, ETC

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned Notary Public in and for said County and State, personally appeared the Owners of the hereinafter mentioned property, JMTN Properties, LLC, a Tennessee limited liability company, known to me (or proved to me on the basis of upon satisfactory evidence) and being first duly sworn, deposes and says:

1. That said owner has been in peaceable and undisturbed possession of the premises known as 2801 B W Kirkwood Ave, Nashville, TN 37204, located in the County of DAVIDSON, State of Tennessee, further described in Title Commitment No. MO2025-1083, delivered simultaneously herewith, and that title to said premises has never been disputed or questioned, and title insurance for the property has never been refused.

2. Deponent further states that no person has any valid contract to purchase any part or all of said premises nor does he know of any facts or other reason by or through which possession or title to said premises might be questioned or of any claim to said premises which might be made adverse to the present title to the property.

3. Deponent further says that said property or any part of it is not leased to any person or persons, except: _____

4. Deponent further says that no monies are owed any person for any labor or materials of any kind or character incurred in connection with the construction of any improvements or repairs on said property or furnishings thereon located.

5. Deponent further says that there are no judgments, pending litigations, court actions or attachments against Deponent in or from any court and has not been in bankruptcy within the past ten (10) years.

6. Deponent further says that no security interest under the Uniform Commercial Code has been perfected against the improvements.

7. Deponent further says that the property has not been improved to the extent that the tax assessor could revise or correct the assessment granted under TCA Section 67-5-603.

8. Deponent further says that there are no tax liens or tax claims pending whether recorded or not against said property or owner; nor does Deponent know of any taxes of any kind or character which may have been assessed against said property now a lien or now due and payable, including, but not limited to any Tennessee or Federal inheritance taxes.

9. Deponent agrees to indemnify and hold harmless said company against any taxes which may become due pursuant to the Agricultural, Forest and Open Space Land Act of 1976.

10. Deponent further says that there are no mortgage indebtedness or other lien against said property other than stated in said Commitment.

11. Deponent states that the marital status indicated in the executed Warranty Deed and/or Deed of Trust required in Schedule B, Section 1 of the Title Insurance Commitment is correct, and Deponent further states that they are above the age of eighteen and under no disability of any kind which would render legal instruments signed by them to be invalid. If applicable, Deponent states it is validly formed and existing under the law of the state of its organization and is in good standing in the state of its organization and the state in which Property is located. No proceeding is pending for Owner's dissolution.

12. The undersigned is not a "foreign person" as the term is defined in Section 1445 of the Internal Revenue Code.

13. That there are no easements or claims of easement not shown by the public records and there are no encroachments, overlaps, boundary line disputes or other matters which would be disclosed by an accurate survey or inspection the premises.

14. That there do not exist any defects, liens, encumbrances, adverse claims or other matters created, first appearing in the public record or attaching subsequent to the effective date of the above referenced Title Commitment but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon coved by this Commitment.

15. That the undersigned makes this statement for the express purpose of inducing Chicago Title Insurance Company or First American Title Insurance Company to insure title to said property to be free from adverse claims or liens not herein stated, and of enabling said owner(s) to receive the consideration for sale, lease or mortgage of said property. Affiant guarantees and warrants the statements of fact herein, which shall be constructed as a continual contractual obligation in favor of said company.

16. That in consideration of the issuance of title insurance by said company as aforesaid, the undersigned agree(s) to indemnify and hold harmless Chicago Title Insurance Company, First American Title Insurance Company, Premier Escrow, LLC, J. Gregory Hardeman, Kevin D. Montgomery, and/or Dylan Potter against all loss or expense on account of any matter or thing omitted from the foregoing factual statement, including expense of enforcing this agreement.

The undersigned Deponent (defined as any signatory hereto whether corporate, singular, plural, masculine, or feminine) being first duly sworn on oath does hereby state that the aforesaid facts are true and correct to the best of his/her knowledge and belief.

9/8, 2025

JMTN Properties, LLC, a Tennessee limited liability company

BY: Ryan Maxwell

Ryan Maxwell, Manager

Sworn to and subscribed before me this 8th day of September, 2025.

MICHELLE OSBORNE
STATE OF TENNESSEE NOTARY PUBLIC
MACON COUNTY
My Commission Expires 3/5/2029

NOTARY PUBLIC

MY COMMISSION EXPIRES:

Tennessee Certification of Electronic Document

I, Regina Sullo, 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 September 8, 2025 (date of document)

Regina Sullo

Affiant Signature

September 10, 2025

Date

State Of TN

County of Davidson

Sworn and subscribed before me this 10 day of September, 20 25

Mary E. Armor

Notary's Signature

MY COMMISSION EXPIRES: 5/9/2026

NOTARY SEAL

MARY E. ARMOR
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 5-9-2026

202509100072255