

OWNER/RESPONSIBLE TAXPAYER:

THIS INSTRUMENT PREPARED BY:

Map 121B, Group D, Parcel 008

Tennessee Valley Title Insurance Co.
800 S. Gay Street, Suite 1700
Knoxville, TN 37929
File No. 190325 (TMA)

WARRANTY DEED

THIS INDENTURE made as of the ____ day of _____, 2019, between COWAN RODGERS, III, First Party, and _____, Second Parties:

W I T N E S S E T H

THAT SAID FIRST PARTY, for and in consideration of the sum of TEN NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, to him in hand paid by said Second Parties, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and does by these presents grant, bargain, sell and convey unto Second Parties, the real property described as follows:

SITUATED in District No. Five (5) (formerly Eight (8)) of Knox County, Tennessee, and without the corporate limits of the City of Knoxville, Tennessee, and being known and designated as Lot 2 of the Subdivision of the P. J. Briscoe, Sr. Estate Property, as shown by map of Sehorn and Kennedy, dated March 29, 1956, and bearing Drawing No. 10843, and being more fully described as follows:

BEGINNING at a point in the north line of the R. H. Cole Property at the common corner between Lots 2 and 3, said beginning point being distant 70.4 feet, South 65 deg. 8 min. West, from the point of intersection of the north line of said Cole Property with the northwest line of Lyons View Pike; thence from said beginning point with the line of Cole Property, South 65 deg. 8 min. West, 158.8 feet to the corner of Lot 1; thence with the dividing line between Lots 1 and 2, North 44 deg. 3 min. West, 822.48 feet to a point in the south line of Cherokee Country Club Property; thence with said line, North 65 deg. 23 min. East, 159.06 feet to the corner of Lot 3; thence with the dividing line between Lots 2 and 3, South 44 deg. 3 min. East, 821.74 feet to the place of BEGINNING.

THERE IS ALSO CONVEYED HERewith a right-of-way 30 feet in width extending from the eastern line of the property of the first parties, the same being the eastern line of Lot 3 in said P. J. Briscoe Estate, said right-of-way extending across the southern portion of Lots 3, 2 and 1 to a point near the western line of the first parties property; thence turning in a northerly direction approximately 300 feet, and thence turning back in an easterly direction across the central part of Lot 1 and Lot 2 to the western line of Lot 3, said right-of-way being 30 feet in

width for its entire distance and being for ingress and egress and for the installation and maintenance of utilities to serve Lots 1, 2 and 3 of the said P. J. Briscoe, Sr. Estate and being for the common use of the owners of said lots 1, 2 and 3 and their heirs and assigns. This conveyance is made subject to the right of the owners of Lots 3 and 1, their heirs and assigns, to use said right-of-way in common with the grantees herein, their heirs and assigns. It is further agreed that the cost of building and maintaining said 30 foot right-of-way as a road way will be divided as follows: 50 percent to the owners of Lot 1, their heirs and assigns, 25 percent to the owner of Lot 2, their heirs and assigns, and 25 percent to the owners of Lot 3, their heirs and assigns.

BEING the same property conveyed to Cowan Rodgers, III, by Executor's Deed from Cowan Rodgers, III and First Tennessee Bank NA, as Co-Executors of the Estate of Nancy McMillan Rodgers, dated January 26, 2017, and recorded as Instrument No. 201702010047727, in the Knox County Register's Office.

THIS CONVEYANCE is made subject to any and all applicable restrictions, agreements, easements and building setback lines as are shown in the records of the Knox County Register's Office, and further to any matter and/or condition which would be disclosed by a current, accurate survey or inspection of the property herein described.

with the hereditaments and appurtenances thereto appertaining, hereby releasing all claims therein, including homestead. **TO HAVE AND TO HOLD** the same unto the Second Parties, their heirs, successors and assigns forever.

AND said First Party, for himself and his heirs, successors and assigns, does hereby covenant with said Second Parties, their heirs, successors and assigns, that he is lawfully seized in fee simple of the premises above conveyed and has full power, authority and right to convey the same, and that said premises are free from all encumbrances and that he will forever warrant and defend the said premises and the title thereto against the lawful claims of all persons whomsoever; provided, however, this conveyance is made subject to the matters set forth herein and 2019 taxes which shall be prorated as of the date of closing and which Second Parties assume and agree to pay.

The above described property has never been used by First Party or any of his immediate family as a personal residence.

Whenever in this instrument a pronoun is used it shall be construed to represent either singular or plural, or the masculine, feminine or neuter gender, as the case may demand.

IN WITNESS WHEREOF, the said First Party hereunder has executed this instrument as of the day and year first above written.

Cowan Rodgers, III

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority, a Notary Public in and for said State and County, COWAN RODGERS, III, the within named bargainor, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at office this ____ day of _____, 2019.

Notary Public

My Commission expires:

I hereby swear of affirm that the actual consideration or true value of this transfer, whichever is greater, is \$ _____. Affiant _____.

Subscribed and sworn to before me this ____ day of _____, 2019.

Notary Public

My Commission Expires: _____