

For and in consideration of the sum of One (\$1.00) Dollar, cash in hand paid, together with other good and valuable consideration not herein mentioned, receipt of all of which is hereby acknowledged, **DH Development, LLC, a Delaware limited liability company, ("Grantor")**, has this day bargained and sold and by these presents does hereby bargain, sell, transfer and convey unto **Andrew Joseph Janecke and Kitty M. Janecke, ("Grantee")**, their heirs and assigns, the following described tract or parcel of land, lying and being in the **THIRD CIVIL DISTRICT of Clay County, Tennessee**, bounded and described as follows:

Map 058 part of Parcel 002.00

Being Lot 107C, as appears on the Final Plat of Swan Ridge Lake Resort, L.L.C., Phase I, now known as The Pointe at Dale Hollow, of record at Book P1, page 755, Register's Office, Clay County, Tennessee.

Being a portion of the same property acquired by DH Development, LLC, by virtue of a Special Warranty Deed dated June 6, 2017, of record at Book WD107, page 735, Register's Office, Clay County, Tennessee.

This conveyance is made expressly subject to the matters appearing on the plat referenced above; to the Declaration of Protective Covenants, Conditions, and Restrictions of record at Book WD87, page 245, Register's Office, Clay County, Tennessee; the First Restated, Amended and Combined Declaration of Protective Covenants, Conditions and Restrictions for the Pointe at Dale Hollow, of record at Book TD145, page 543, Register's Office, Clay County, Tennessee; and the First Amendment to the First Restated, Amended and Combined Declaration of Protective Covenants, Conditions and Restrictions for the Pointe at Dale Hollow; of record at Book WD109, page 745, Register's Office, Clay County, Tennessee; the First Supplemental Declaration of Protective Covenants, Conditions and Restrictions for the Pointe at Dale Hollow, of record at Book WD108, page 630, Register's Office, Clay County, Tennessee; the Second Supplemental Declaration of Protective Covenants, Conditions and Restrictions for the Pointe at Dale Hollow, of record at Book WD109, page 739, Register's Office, Clay County, Tennessee; and the Third Supplemental Declaration of Protective Covenants, Conditions and Restrictions for the Pointe at Dale Hollow, of record at Book WD111, page 734, Register's Office, Clay County, Tennessee; the Second Amendment to the First Restated, Amended and Combined Declaration of Protective Covenants, Conditions and Restrictions for the Pointe at Dale Hollow, of record at Book WD112, page 592, Register's Office, Clay County, Tennessee; the Third Amendment to the First Restated, Amended and Combined Declaration of Protective Covenants, Conditions and Restrictions for the Pointe at Dale Hollow, of record at Book WD113, page 42, Register's Office, Clay County, Tennessee and the Fourth Supplemental Declaration of Protective Covenants, Conditions and Restrictions for the Pointe at Dale Hollow, of record at Book WD112, page 728, Register's Office, Clay County, Tennessee.

To have and to hold the above described tract or parcel of land unto the Grantee herein named, their heirs and assigns, in fee simple, forever.

This instrument prepared by:
Looney, Looney & Chadwell, PLLC
156 Rector Ave., Crossville, Tennessee 38555

TRANSFERRED
MAP 58 G CM 58 P 2.00
BILLY R. SMITH
ASSESSOR OF PROPERTY APPROVED

Grantor covenants with the Grantee herein named, their heirs and assigns, that it is lawfully seized and possessed of said land; that it has a good and lawful right to convey the same; that it is free and unencumbered, except as herein set out; and that it will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever claiming by, through or under Grantor, but not otherwise.

EXECUTED this 4 day of October, 2019.

DH Development, LLC

By: _____

Its: Authorized Representative

State of Colorado)

County of Denver)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared Harold Pisch, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Authorized Representative of **DH Development, LLC**, a Delaware limited liability company, and that he as such Authorized Representative, being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as such Authorized Representative.

WITNESS my hand and seal this 4th day of October, 2019.

Susan Wengler
NOTARY PUBLIC

My commission expires: 11-07-2020



BK/PG: WD113/130-132

19001261

3 PGS:AL-WARRANTY DEED	
BRENDA BATCH: 19598	
10/21/2019 - 03:05:06 PM	
VALUE	57400.00
MORTGAGE TAX	0.00
TRANSFER TAX	212.38
RECORDING FEE	15.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	230.38

STATE OF TENNESSEE, CLAY COUNTY
BRENDA BROWNING
REGISTERED REDEEMER

The name and address of the property owner is:

The name and address of the entity responsible for property taxes is:

Andrew and Kitty Janecke
2540 Choctow Trace
Murfreesboro, TN 37129


SAME

This instrument was prepared at the specific request of the parties, based solely upon information supplied by one or more of the parties to this instrument, and without examination of title or being furnished a survey. The preparer makes no representations or warranties as to the accuracy of the description or the status of the title to the property. The preparer of this instrument assumes no liability for any errors, inaccuracies, or omissions in this instrument resulting from the information provided, and the parties hereto signify their assent to this disclaimer by the execution and the acceptance of this instrument. The parties to this instrument have not sought or obtained from the preparer any advice regarding the possible tax consequences, if any, of this transaction and no such advice has been furnished by the preparer.

AFFIDAVIT OF CONSIDERATION

State of Tennessee
County of Clumberland

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$57,400.00, which amount is equal to or greater than the amount which property transferred would command at a fair, voluntary, sale.



Affiant

Sworn to and subscribed before me on this 7th day of October, 2019.



NOTARY PUBLIC

My commission expires: 4/7/2021

