

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, **DONALD R. PICKLESIMER and KAN L. PICKLESIMER, a married couple,** hereinafter referred to as "Grantors", does hereby bargain, sell, remise, release, quit claim and convey unto **BRIAN S. WEATHERLY**, hereinafter "Grantee", his beneficiaries, heirs and assigns, all that tract or parcel of land, together with all the tenements, hereditaments and appurtenances to the same belonging, lying and being in the Fourth Civil District of **Clay County**, State of Tennessee, to-wit:

Being Lot 2A, as appears on the Final Plat of Swan Ridge Lake Resort, L.L.C., now known as The Pointe at Dale Hollow, of record at Book P1, page 147, Register's Office, Clay County, Tennessee.

Being the same property conveyed to Donald R. Picklesimer and Kan L. Picklesimer by Deed dated May 31, 2019 from DH Development, LLC, a Delaware limited liability company, recorded June 6, 2019, in Book WD112, Page 83-85, in the Official Records of Clay County, Tennessee.

Unless separately contracted and purchased, the drafter has provided no opinion of title.

TO HAVE AND TO HOLD said real estate, unto **BRIAN S. WEATHERLY**, his heirs and assigns forever, with all improvements, appurtenances, estate, title and interest thereto belonging to Grantee.

And the Grantors covenant that they are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is free and clear of any lien or encumbrance, except as follows: current taxes and other assessments, reservations and easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities appearing of record in said Register's Office including, but not limited to any rollback associated with property taxes, terms, conditions, easements, restrictions and other criteria as shown on the Plat referred to above, terms provisions, options, rights of first refusal, covenants, conditions, restrictions, easements, setback lines, charges, assessments and liens provided in the covenants, conditions and restrictions recorded in the

following documents: the Declaration of Protective Covenants, Conditions, and Restrictions of record at Book WD87, page 245; 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; 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 TD145, page 543; 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; the Second Supplemental Declaration of Protective Covenants, Conditions and Restrictions for the Pointe at Dale Hollow, of record at Book WD109, page 739; and the Third Supplemental Declaration of Protective Covenants, Conditions and Restrictions for the Pointe at Dale Hollow, of record at Book WD111, page 734, Probate or Register's Records of Clay County, TN, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and lonely to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.

Property taxes for the above described-property have been prorated between the Grantors and the Grantee and the Grantee assumes the responsibility for the 2021 tax year.

Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, Grantors have executed this instrument on this 21 day of March, 2021.

Donald R. Picklesimer

Kan Liberney (SEAL)

Kan L. Picklesimer

STATE OF <u>Devigin</u>
COUNTY OF <u>Douglas</u>

On this the <u>U</u> day of March, 2021, before me the undersigned officer, personally appeared Donald R. Picklesimer and Kan L. Picklesimer, known to me (or satisfactorily proven) to be the parties executing the foregoing instrument and they acknowledged that they, executed same as their free act and deed for the purposes therein contained.

WITNESS my hand, at office, this 24 day of March, 2021.

Notary Public

My Commission expires: MArch 20, 2021

BK/PG: WD116/719-720

21000440
2 PGS:AL-WARRANTY DEED
BRENDA BATCH: 21637
03/30/2021 - 02:17:05 PM
VALUE 35000.00
MORTGAGE TAX 0.00
TRANSFER TAX 129.50
RECORDING FEE 10.00
DP FEE 2.00
REGISTER'S FEE 1.00
TOTAL AMOUNT 142.50

BRENDA BROWNING
REGISTER OF DEEDS

