FILED
AUG 27 2021
TIME 1:10
TERESA A. CHOATE
CLERK & MASTER MONROE CTY.

EXHIBIT #6

PRIOR DEED IN CHAIN OF TITLE FOR
LOT 1009, RARITY BAY SUBDIVISION

This instrument prepared by:
Assurance Title Company, LLC
Terry G. Vann, Attorney
P.O. Box 670
Vonore, TN 37885

Warranty Deed

THIS INDENTURE, made this 22 day of September 2003, between **TELLICO LAKE PROPERTIES, LP, A TENNESSEE LIMITED PARTNERSHIP, BY ITS GENERAL PARTNER, TELLICO COMMUNITIES, INC.**, with its principal office at 2624 Carpenters Grade Road, Maryville, TN, Grantor, and **MICHAEL B. GOLDBERG AND WIFE, SUSAN G. GOLDBERG**, of Alpharetta, GA, Grantee(s).

WITNESSETH, That the said Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration not herein recited, to it in hand paid by the said Grantee(s) the receipt of which is hereby acknowledged, has granted, bargained, sold, conveyed, and does hereby grant, bargain, sell and convey unto the said Grantee(s), the following described premises, to-wit:

Located in the Second Civil District of Loudon County, Tennessee and more particularly described as follows:

BEING known and designated as **LOT 1009, RARITY BAY SUBDIVISION, PHASE XI** as shown on plat of record in Plat Cabinet E, Slide 42, to which specific reference is made for more particular description.

This property is subject to all easements, restrictions and covenants of record, including but not limited to Declaration of Covenants, Conditions and Restrictions of record in Trust Book 495, page 976, and Trust Book 444, page 248, Register's Office for Loudon County, Tennessee.

Being the same property conveyed to Grantor by deed of record in the Register's Office for Loudon County, Tennessee, in Deed Book 269, Page 350.

with the hereditaments and appurtenances thereto appertaining, hereby releasing, if applicable, all claims to homestead and dower therein.

TO HAVE AND TO HOLD the said premises to Grantee(s) and Grantee(s) heirs and assigns, forever.

And Grantor, its successors and assigns, does hereby covenant with Grantee(s), and Grantee(s) heirs and assigns, that Grantor is lawfully seized in fee simple of the premises above conveyed; has full power, authority and right to convey the same; that said premises are free from all encumbrances except as hereinabove set out and except for the lien for current property taxes which Grantees agree to pay, and that Grantor will forever warrant and defend the said premises and the title thereto against the lawful claims of all persons whomsoever.

This Property (define term above) is also subject to the following requirement regarding the Rarity Bay Golf and Country Club (the "Club"):

<u>Mandatory Social Membership</u>. The Grantee shall be a "Social Member" of the Club, as such membership is defined in the Membership Plan (the "Plan") for the Club. There shall be only one (1) Social Membership associated with this conveyance of property. If there is more than one Grantee, all co-Grantees shall be subject to the usage requirements established by the Club in the Club's sole discretion from time to time. The Grantee will be subject to the by-laws, rules, regulations, and charges of the Club and shall be responsible for the payment of Social Membership Dues to the Club. Grantee has already applied for and been approved for a Social Membership at the Club. The Social

Membership shall entitle the Grantee and his or her family and guests to Membership privileges at the Club in accordance with the Plan. The Social Membership includes only limited golfing privileges at the Club as set forth in the Plan, and the Club may eliminate all golf privileges for Social Members in its discretion. Grantee shall have no right of reimbursement or refund for initiation fees or deposits related to the Social Membership, and the Social Membership is non-transferable except in connection with the sale of the property relating to such Social Membership.

The Club shall be entitled to charge and collect dues directly from the Grantee on an annual basis ("Social Membership Dues"), prorated from the date of this Warranty Deed. The Social Membership Dues shall be payable by Grantee to the Club without setoff, diminution or abatement for any reason. Grantee, by accepting this Warranty Deed as well as entering into a contract of sale for the property conveyed by this Warranty Deed, is deemed to have notice of liability for these Social Membership Dues and to covenant and agree to pay these assessments. All such Social Membership Dues or other charges, together with interest not to exceed the maximum rate allowable by law, late charges of ten percent (10%) per annum or the highest amount allowable by law, whichever is greater, costs of collection, and reasonable attorneys fees shall be the personal obligation of the Grantee at the time the Social Membership Dues or other charges arose. Upon a transfer of title to property, the Grantee shall be jointly and severally liable for any Social Membership Dues and other charges due at the time of conveyance. However, no first Mortgagee who obtains title to the property by exercising the remedies provided in its Mortgage shall be liable for unpaid Social Membership Dues or other charges which accrued prior to such acquisition of title. Grantee shall not be exempt from liability for Social Membership Dues by non-use of the Club, abandonment of the Unit, or any other means, except as may be provided in the Club's membership program. The obligation to pay Social Membership Dues is a separate and independent covenant on the part of Grantee.

The Basic Social Membership Dues for the year 2003 shall be in the amount of $750.00 per year. The Club shall be entitled to increase the Social Membership Dues.

The Club shall have a lien against the Property to secure payment of delinquent Social Membership Dues, as well as interest at a rate to be set by the Club (subject to the maximum interest rate limitations of Tennessee law), costs of collection and reasonable attorneys fees. Such lien shall be superior to all other liens, except (i) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, (ii) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value, and (iii) the lien(s) of the Association (as such term is defined in the "Declaration") pursuant to the Declaration, regardless of the date of recording of such lien(s). The Club's lien may be enforced by suit, judgment, and judicial or non-judicial foreclosure as permitted under Tennessee law.

The sale or transfer of the Property shall not affect the Club's assessment lien nor relieve the Property from the lien for any subsequent Club assessments. A Mortgage or other purchaser of the Property who obtains title pursuant to foreclosure of the Mortgage shall not be personally liable for Social Membership Dues due prior to such acquisition of title.

The Club will offer a variety of memberships over and above the mandatory Social Membership. Grantee may upgrade their mandatory Social Membership pursuant to the Plan, by-laws, and rules and regulates of the Club, as amended from time to time. If the Grantee upgrades his or her Social Membership, her or she shall receive a credit against the required Social Membership Dues upon the payment of dues related to the upgraded membership category, but shall not be excused from paying Social Membership Dues. If Grantee terminates such upgraded membership, the Social Membership and the obligation to pay Social Membership Dues, shall continue and shall not be terminated.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed the day and year first above written.

TELLICO LAKE PROPERTIES, LP
a Tennessee Limited Partnership
BY TELLICO COMMUNITIES, INC.
GENERAL PARTNER

By: _____
Michael L. Ross, President

STATE OF TENNESSEE)
COUNTY OF Monroe **)**

Before me, the undersigned authority, personally appeared Michael L. Ross, 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 President of Tellico Communities, Inc., The General Partner of Tellico Lake Properties, LP, a Tennessee limited partnership, the within named bargainor, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the General Partner Corporation by himself as such President.

Witness my hand and seal at office this 22nd day of September 2003.

_____
Notary Public
My Commission Expires [redacted]

C/1109wd

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred (the amount which the property transferred would command at a fair and voluntary sale), whichever is greater, is $140,000.00.

_____
Affiant

Subscribed and sworn to before me this 22nd day of September 2003.

_____
Notary Public
My Commission Expires [redacted]

NAME AND ADDRESS OF OWNER
AND RESPONSIBLE TAXPAYER:
Michael B. Goldberg and Susan G. Goldberg
14325 Creek Club Drive
Alpharetta, GA 30004
CLT #78G-B-9.00

BK/PG:D279/252-254
03009468

3 PGS : AL - WARRANTY DEED	
TAMMY BATCH: 7189	
10/14/2003 - 09:39 AM	
VALUE	140000.00
MORTGAGE TAX	0.00
TRANSFER TAX	518.00
RECORDING FEE	15.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	536.00

STATE of TENNESSEE, LOUDON COUNTY
TRACIE LITTLETON
REGISTER OF DEEDS