QUITCLAIM DEED

Davidson County DEEDQC
Recvd: 10/29/07 13:53 2 pgs
Fees:12.00 Taxes:0.00

20071029-0127433

STATE OF TENNESSEE
COUNTY OF WILSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $-0-

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 25th DAY OF OCTOBER, 2007.

Notary Public

MY COMMISSION EXPIRES: 5-3-2010
(AFFIX SEAL)

DELANA D. SCOBY
STATE OF TENNESSEE NOTARY PUBLIC
WILSON COUNTY

THIS INSTRUMENT WAS PREPARED BY
1st Trust Title, Inc., 116 Lineberry Blvd., Mt. Juliet, TN 37122

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
1719 West End Holdings, LLC		92-16 / 174.00
(NAME)	(NAME)	
P O Box 1767	NEW OWNER	
(ADDRESS)	(ADDRESS)	
Mt. Juliet, TN 37121-1767		
(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, Midtown Plaza, LLC, a Tennessee limited liability company, HEREINAFTER CALLED THE GRANTORS, DO HEREBY REMISE, RELEASE AND FOREVER QUITCLAIM UNTO 1719 West End Holdings, LLC, a Tennessee limited liability company, HEREINAFTER CALLED THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

Being a 0.783 acre tract of land known as 1719 West End Avenue, Metropolitan Nashville and Davidson County, Tennessee and being more particularly described as follows:

Beginning at an iron pin located on the southerly right of way margin of West End Avenue, 90 feet right of way at its intersection with the easterly right of way margin of 18th Avenue North, 50 foot right of way, said iron pin marks the northwesterly property corner of the hereon described tract of land; thence, following the southerly right of way margin of West End Avenue North 60°17'44" East, 115.00 feet to an iron pin; thence, leaving West End Avenue and following the westerly boundary of the Third National Bank property of record in Deed Book 1636, Page 305, R.OD.C., TN. South 29°54'09" East, 162.40 feet to an iron rod; thence, South 29°53'34" East, 116.84 feet to an iron pin located in the northerly right of way margin of Broadway Street, 60 foot right of way; thence, following said right of way margin South 43°13'34" West, 120.06 feet to an iron pin located at the intersection of the northerly right of way margin of Broadway Street and the easterly right of way margin of 18th Avenue North; thence, following the easterly right of way margin of 18th Avenue North, North 29°55'06" West, 314.48 feet to the point of beginning; tract contains 34,124.9 sq. ft, or 0.783 acres more or less, according to survey dated August 13, 2007, revised October 25, 2007, by Volunteer Land Surveying Services RLS#819, P. O. Box 100310, Nashville, Tennessee 37214.

Being the same property conveyed to Midtown Plaza, LLC, a Tennessee limited liability company, by deed filed of record in Instrument No. 20060227-0022217, Register's Office for Davidson County, Tennessee.

Subject to a 12 foot utility and drainage easement between parking garage and office building as shown on plat of record in Plat Book 11190, Page 113, Register's Office of Davidson County, Tennessee.

Subject to License for Parking Spaces as shown of record in Book 11506, Page 773, Register's Office of Davidson County, Tennessee.

Subject to Upper Level Overhangs as shown on the Survey dated November 7, 2001, last revised December 3, 2001, prepared by Land Surveying Consultants, on behalf of Land Surveying Consultants, as Job No. 99012.

Subject to Agreement and covenant providing that a terrace and stairway built above the sidewalk grade and within the required setback from the street shall be maintained. Said agreement further provides that the portion of terrace and stairway falling within the required setback will be removed without cost to the public and at the owners expense when all of the structures on the same side of the street within said block are required to comply with the setback requirements of the zoning regulations, as shown of record in Book 2999, Page 303, Register's Office of Davidson County, Tennessee.

Subject to Agreement with City of Nashville providing and reciting certain violations of the zoning laws and agreeing between the 1717 Corporation, and its assigns, and the City of Nashville, that when, as and if, the described therein was ever sold that the same must be sold as a whole and not as two separate tracts, as acquired by said Corporation, as shown of record in Book 2596, Page 411, Register's Office of Davidson County, Tennessee.

unimproved ☐
This is improved ☒ property, known as 1717-1719 West End Avenue, Nashville, TN 37203
(House Number) (Street) (P.O. Address) (City or Town) (Postal Zip)

Said property is conveyed subject to such limitations, restrictions, and encumbrances as may affect the premises. 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 25th day of October, 2007.

Midtown Plaza, LLC

By: _____
Mark Lineberry, Managing Member

STATE OF TENNESSE

COUNTY OF WILSON

Before me, the undersigned Notary, personally appeared Mark Lineberry, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be Managing Member of Midtown Plaza, LLC, the within named bargainor, a limited liability company, and that such Mark Lineberry executed the foregoing instrument for the purpose therein contained, by personally signing the name of Midtown Plaza, LLC as Managing Member.

Witness my hand and official seal at Mt. Juliet, Tennessee this 25th day of October, 2007.

Commission expires: 5-3-2010

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Delaina D. Scoby Notary Public

DELAINA D. SCOBY
STATE OF TENNESSEE NOTARY PUBLIC
WILSON COUNTY