Book 31-B
S&R
G. Pease

WARRANTY DEED

BILL GARRETT, Davidson County
Trans:T20110012695 DEEDWARR
Recvd: 03/02/11 15:49 2 pgs
Fees:13.00 Taxes:7030.00
20110302-0016858

State of Tennessee)
County of Davidson)

11-01-006-D

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $1,900,000.00.

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 1st day of March, 2011

Notary Public

My Commission Expires: 6-20-13

(AFFIX SEAL)

NOTARY PUBLIC Dana Meadows My Commission Expires June 20, 2013 STATE OF TENNESSEE

THIS INSTRUMENT WAS PREPARED BY

Weiss & Weiss, Attorneys at Law, 1900 Church Street, Ste. 301, Nashville, TN 37203

ADDRESS FOR NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL-NUMBERS
VIETTI ACQUISTION, LLC	" NEW OWNER "	105-06-0-325.00&
(NAME)	(NAME)	105-07-0-311.00
636 Southgate Ave.		
(ADDRESS)	(ADDRESS)	
Nashville, TN 37203		
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND CONSIDERATION of the sum of ten dollars ($10.00), cash in hand paid by the hereinafter named Grantee(s), and other good and valuable considerations, the receipt of which is hereby acknowledged, I/we, **CHOICE FOOD OF AMERICA, LLC, A TENNESSEE LIMITED LIABILITY COMPANY**, hereinafter called the Grantor(s), have bargained and sold, and by these presents do transfer and convey unto **VIETTI ACQUISTION, LLC, AN OHIO LIMITED LIABILITY COMPANY**, hereinafter called the Grantee(s), its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:

Being a tract or parcel of land located in Nashville, Davidson County, Tennessee, and being more fully described according to an ALTA AS-BUILT Survey by Phillip E. Holmes, Jr., Tennessee Registered Land Surveyor No.1728, dated February 2, 2011, as follows:

Beginning at the northeasterly corner of Lot 35 of the Moore Property Subdivision, of record in Book 137, Page 91, Register's Office for Davidson County, Tennessee, thence with the following calls and distances:

1. South 07 deg 06 min 40 sec west 149.87 feet to an iron pin;
2. Thence south 82 deg 44 min 57 sec east 10.74 feet to an iron pin;
3. Thence south 06 deg 37 min 55 sec west 318.00 feet to an iron pin;
4. Thence north 82 deg 48 min 35 sec west 291.60 feet to an iron pin;
5. Thence north 00 deg 02 min 30 sec west 471.41 feet to an iron pin;
6. Thence south 82 deg 50 min 28 sec east 336.90 feet to the point of beginning, containing 3.04 acres, more or less.

Being the same property conveyed to Vietti Foods Company, Inc., a Tennessee Corporation, by Warranty Deed from Joe Norman and wife, Ann C. Norman Jacob S. Norman and Harold Norman, of record in Book 3788, page 932, and corrected in Book 4425, page 646, and to Choice Food of America, LLC, a Tennessee Limited Liability Company, by Warranty Deed from Glenn B. Rogers and wife, Marianne H. Rogers of record in Instrument No. 20071207-0141911, Register's Office for Davidson County, Tennessee. The said Vietti Foods Company, Inc., a Tennessee corporation having since merged into Choice Food of America, LLC, a Tennessee limited liability company, by Articles and Certificate of Merger of record in Instrument No. 20070130-0012232, in said Register's Office.

THIS conveyance is subject to any and all zoning regulations, building restrictions and setback lines, if any, and easements and rights for public utilities applicable to this property; and taxes for the current year which have been prorated and assumed by the Grantee(s) herein.

BEING unimproved ☐
Improved ☒ property known as: **636 Southgate Avenue & 623 Moore Avenue, Nashville, TN, 37203.**

(House Number) (Street) (City or Town) (State) (Zip)

TO HAVE AND TO HOLD the said tract or parcel of land, together with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their successors and assigns, forever; and we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their successors and assigns, against the lawful claims of all persons whomsoever. 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 WHEREOF, its hands, this 1st day of March, 2011

CHOICE FOOD OF AMERICA, LLC,
A TENNESSEE LIMITED LIABILITY COMPANY

By: _____
MICHAEL D. SHMERLING, CHAIRMAN

STATE OF Tennessee)
COUNTY OF Davidson)

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared **MICHAEL D. SHMERLING,** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon his oath acknowledged himself to be the CHAIRMAN of **CHOICE FOOD OF AMERICA, LLC, A TENNESSEE LIMITED LIABILITY COMPANY,** the within named bargainor(s), and that he as such Chairman, 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 officer.

Witness my hand and official seal at Nashville, Tennessee, this 1st day of March, 2011.

My Commission Expires: 8-20-13

_____
Notary Public

NOTARY PUBLIC
Dana Meadows
My Commission Expires
August 20, 2013
STATE OF TENNESSEE