BILL GARRETT, Davidson County
Trans:T20140004033 DEEDWARRSP
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Fees:18.00 Taxes:47138.00
20140117-0004997

This Instrument Prepared By:
David B. Gray, Attorney
Hix & Gray, PLC
315 Deaderick Street, Suite 1230
Nashville, Tennessee 37238

Address New Owner(s)	Send Tax Bills To:	Map & Parcel Nos.:
WERTHAN V LOFTS, LLC **2206 21st Avenue South, Suite 200** **Nashville, Tennessee 37212**	**SAME AS NEW OWNER**	**MAP 081-12-0-B** **PARCEL 432.00 CO**

SPECIAL 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 consideration, the receipt and sufficiency of which are hereby acknowledged, **2120 RESTORATION, GP**, a Tennessee general partnership, successor by conversion to 2120 Restoration, LLC (herein referred to as "Grantor") has this day bargained and sold and, by these presents, does hereby transfer and convey unto **WERTHAN V LOFTS, LLC,** a Tennessee limited liability company (herein referred to as "Grantee"), its successors and assigns, forever, the following described tract or parcel of land located in Davidson County, Tennessee, to-wit:

Land in Davidson County, Tennessee, being Unit No. 2, together with the appurtenant interest in the common elements of Werthan Lofts IV and V Condominiums, a horizontal property regime established by the Master Deed of record in Instrument No. 20070117-0006776; as amended in Instrument No. 20071220-0146056; and as corrected by Scrivener's Affidavit in Instrument No. 20080118-0006036 and Instrument No. 20090421-0036270; and as further amended in Instrument No. 20080211-0013846; further amended in Instrument No. 20110609-0044280; Instrument No. 20110713-0053571; Instrument No. 20120723-0064381, and Instrument No. 20131230-0130918, Register's Office for Davidson County, Tennessee, said Unit being depicted on the Condominium Site Plan attached as an Exhibit to the aforementioned Master Deed and Amendments to the Master Deed, and being located upon Lot No. 2 on the Plan of Werthan Lofts of record in Instrument No. 20070103-0001325, said Register's Office.

Together with rights of ingress and egress as set forth in Instrument No. 20031023-0157114, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to 2120 Restoration, LLC, a Tennessee limited liability company by deeds of record in Instrument No. 20110516-0037470, Instrument No. 20110516-0037471, Instrument No. 20110516-0037472, Instrument No. 20110516-0037473 and Instrument No. 20110516-0037474, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD said tract or parcel of land together with all the improvements thereon and the appurtenances thereunto belonging unto the said Grantee, its successors and assigns, in fee simple, forever.

GRANTOR COVENANTS with the said Grantee that Grantor is lawfully seized and possessed of said property, that Grantor has a good and lawful right to sell and convey the same, and that it is free from any lien or encumbrance whatsoever, except for the following:

any and all zoning regulations, building restrictions and setback lines, existing easements and restrictions, if any, and right-of-way for public utilities, all matters as shown on Final Boundary Plat of Werthan Lofts of record in Instrument No. 20070103-0001325; Restrictive Covenants Running with the Land of the Metropolitan Development and Housing Agency in the Phillips-Jackson Street Redevelopment District of record in Book 9183, page 130, amended in Book 11625, page 280 and Instrument No. 20020425-0051069 and Instrument No. 20130903-0092714 and Instrument No. 20130903-0092717; Master Deed and By-Laws for Werthan Lofts, IV & V Condominiums filed for record in Instrument No. 20070117-0006776, amended of record in Instrument No. 20071220-0146056, Instrument No. 20080118-0006036, Instrument No. 20080211-0013846, Instrument No. 20090421-0036270, Instrument No. 20110609-0044280, Instrument No. 20110713-0053571, Instrument No. 20120723-0064381 and Instrument No. 20131230-0130918; Master Deed for the Lofts At Werthan Mills Condominiums filed for record in Instrument No. 20031023-0157113, amended of record in Instrument No. 20040521-0059936, Instrument No. 20040712-0082926, Instrument No. 20050202-0012489, Instrument No. 20051230-0156950 and Instrument No. 20060901-0108138, Register's Office for Davidson County, Tennessee. (NOTE: Applies only to that portion of the ingress and egress easement in Instrument No. 20031023-0157114 that lies within the boundaries of Lot No. 2 on the plat of Werthan Lofts in Instrument No. 20070103-001325, said Register's Office); License Agreement of record in Instrument No. 20090526-0048069, amended in Instrument No. 20130222-0018099; Easement for Driveway and Walkway Access of record in Instrument No. 20031023-0157114; Stormwater Detention Agreement of record in Instrument 20061113-0139906; Agreement for Dedication of Easement for Public Water of record in Instrument 20070906-0106750; Dedication of Easement for Public Utilities & Drainage of record in Instrument 20120831-0079083; all of record in the Register's Office for Davidson County, Tennessee, and all matters as shown on a survey prepared by Kevin Morehead, TN RLS # 2315, Initial Point Land Surveying, Franklin, Tennessee 37064, dated December 10, 2007; 2014 Davidson County Taxes have been assumed by the Grantee.

GRANTOR FURTHER COVENANTS with the said Grantee and binds itself self, its successors and assigns, to warrant and forever defend the title thereto of said tract or parcel of land to the said Grantee, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

ALL warranties of Grantor herein contained are expressly limited to those persons or parties claiming by, through or under Grantor, but no further or otherwise.

WITNESS this the 17th day of January, 2014.

GRANTOR:

2120 RESTORATION, GP

By: _____
Aaron White, Managing Partner

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, a Notary Public of the County and State aforesaid, personally appeared Aaron White, 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 managing partner of 2120 RESTORATION, GP, the within named bargainor, a Tennessee general partnership, and that he as the managing partner executed the foregoing instrument for the purposes therein contained, by signing the name of the general partnership by himself as the managing partner thereof.

Witness my hand, this the 17th day of January, 2014.

NOTARY PUBLIC
My Commission Expires: _____

DAVID B. GRAY
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

MY COMMISSION EXPIRES:
January 9, 2016

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer is $12,740,000.00.

AFFIANT

Subscribed and sworn to before me, this 17th day of January, 2014.

NOTARY PUBLIC
My Commission Expires: _____

DAVID B. GRAY
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

MY COMMISSION EXPIRES:
January 9, 2016