BILL GARRETT, Davidson County
Trans:T20140016893 DEEDTRS
Recvd: 03/12/14 16:13 11 pgs
Fees:58.00 Taxes:45140.00
20140312-0020871

This Instrument Prepared By:
Prochaska Thompson Quinn
& Ferraro, P.C. (JRP)
401 Church Street, Suite 2600
Nashville, TN 37219

Address New Owner:	Send Tax Bills To:	Parcel ID:
DMARC 2007-CD5 ARBOR LIVING, LLC c/o LNR Partners, LLC 1601 Washington Avenue, Suite 700 Miami Beach, FL 33139	DMARC 2007-CD5 ARBOR LIVING, LLC c/o c/o LNR Partners, LLC 1601 Washington Avenue, Suite 700 Miami Beach, FL 33139	163-305.00 **Property Address:** 455 Arbor Place Antioch, TN 37013

SUBSTITUTE TRUSTEE'S DEED

THIS INSTRUMENT is made and entered into as of February 6, 2014, by and between Joseph R. Prochaska, Substitute Trustee, and DMARC 2007-CD5 ARBOR LIVING, LLC, a Delaware limited liability company.

WHEREAS, Mission Mill Creek, DST, a Delaware statutory trust ("Grantor"), by Deed of Trust and Security Agreement dated as of March 9, 2007 ("Deed of Trust"), recorded March 21, 2007, as Instrument No. 20070321-0034538, in the Office of the Register of Deeds of Davidson County, Tennessee ("Register's Office"), conveyed to National Land Title Services, Inc., a Tennessee corporation, as Trustee, for the benefit of Deutsche Banc Mortgage Capital, L.L.C., a Delaware limited liability company ("Original Beneficiary"), all of Grantor's interest in certain real property hereinafter described and conveyed by said Deed of Trust ("Real Property") with power to sell the Real Property upon default in the payment of the indebtedness secured thereby; and

WHEREAS, the Deed of Trust subsequently was assigned by Original Beneficiary to Wells Fargo Bank, N.A., as Trustee for the registered holders of CD 2007-CD5 Commercial Mortgage

Pass-Through Certificates ("Assignee #1"), pursuant to that certain Assignment of Deed of Trust and Security Agreement, effective as of November 29, 2007, recorded December 13, 2007, as Instrument No. 20071213-0143730 in the Register's Office; and

WHEREAS, Assignee #1 endorsed the Note and assigned the Deed of Trust to Bank of America, N.A., as Trustee for the registered holders of CD 2007-CD5 Commercial Mortgage Pass-Through Certificates, pursuant to that certain Assignment of Deed of Trust and Security Agreement, effective as of June 30, 2009, recorded May 1, 2013, as Instrument No. 20130501-0043294, in the Register's Office; and

WHEREAS, Bank of America, N.A., a national banking association, as Trustee for the registered holders of CD 2007-CD5 Commercial Mortgage Pass-Through Certificates, endorsed the Note and assigned the Deed of Trust to U.S. Bank National Association, a national banking association organized and existing under the laws of the United States of America, not in its individual capacity but solely in its capacity as Trustee for the registered holders of CD 2007-CD5 Commercial Mortgage Pass-Through Certificates, pursuant to that certain Assignment of Deed of Trust and Security Agreement and Other Loan Documents, executed on May 17, 2013, recorded May 29, 2013, as Instrument No. 20130529-0053968, in the Register's Office; and

WHEREAS, U.S. Bank National Association, a national banking association organized and existing under the laws of the United States of America, not in its individual capacity but solely in its capacity as Trustee for the registered holders of CD 2007-CD5 Commercial Mortgage Pass-Through Certificates endorsed the Note and assigned the Deed of Trust to DMARC 2007-CD5 ARBOR LIVING, LLC, a Delaware limited liability company ("Beneficiary"), pursuant to that certain Assignment of Deed of Trust and Security Agreement and Other Loan Documents, executed on June

12, 2013, recorded June 14, 2013, as Instrument No. 20130614-0061098, in the Register's Office; and

WHEREAS, by an instrument of record as Instrument No. 20130614-0061102 in said Register's Office, Joseph R. Prochaska is named as Substitute Trustee in said Deed of Trust and vested with all powers and duties conferred upon the original Trustee; and

WHEREAS, Grantor defaulted in the payment of the indebtedness secured by the Deed of Trust and Beneficiary, being the lawful owner and holder of said debt, which is evidenced by a Promissory Note dated March 9, 2007 ("Note"), payable by Grantor to the order of Original Beneficiary, in the original principal amount of Eighteen Million and 00/100 Dollars ($18,000,000.00), demanded that Joseph R. Prochaska as Substitute Trustee ("Substitute Trustee") advertise and sell the Real Property consistent with the powers and duties granted to the Trustee and his successors in said Deed of Trust; and

WHEREAS, Substitute Trustee caused the sale of said Real Property to be duly advertised by notice published on January 16, 23 and 30, 2014 in the Nashville Scene, a newspaper published in Davidson County, Tennessee, stating that, on Thursday, February 6, 2014, commencing at 10:00 a.m. at the front door of the Davidson County Courthouse, Nashville, Davidson County, Tennessee, said Real Property hereinafter described would be sold to the highest bidder for cash (or for credit against the indebtedness if Beneficiary is the highest bidder), in bar of all rights of valuation, appraisement, stay of execution, reinstatement and notice of election or intention to mature or declare due the Debt, marshalling, all rights and periods of redemption (statutory or otherwise) provided under applicable law, dower, elective or distributive share, homestead or other exemption under any federal, state or local law, all of which Grantor has expressly waived in said Deed of Trust; and

WHEREAS, at the time and place stated in said published notice, the Substitute Trustee offered said Real Property for sale at public outcry and sold said Property to DMARC 2007-CD5 ARBOR LIVING, LLC, a Delaware limited liability company, its credit bid of Twelve Million Two Hundred Thousand and 00/100 Dollars ($12,200,000.00) being the highest and best bid offered; and

NOW, THEREFORE, in consideration of the premises, in exercise of the powers and duties vested in me by said Deed of Trust and in consideration of the sum of Twelve Million Two Hundred Thousand and 00/100 Dollars ($12,200,000.00) paid, I, Joseph R. Prochaska, Substitute Trustee, as aforesaid, have bargained and sold and by these presents do transfer and convey unto DMARC 2007-CD5 ARBOR LIVING, LLC, a Delaware limited liability company, its successors and assigns, all of the right, title and interest in the Real Property therein described that is vested in me as Substitute Trustee by said Deed of Trust, which Real Property is situated in Davidson County, Tennessee, and described as follows:

> Real property in the City of Nashville, County of Davidson, State of Tennessee, described as follows:
>
> A TRACT OF LAND IN THE FIRST CIVIL DISTRICT OF METROPOLITAN NASHVILLE-DAVIDSON COUNTY, TENNESSEE, BEING PHASE I, ON THE PLAN OF SECOND REVISION, THE ARBORS OF HICKORY HOLLOW, AS SHOWN ON PLAT OF RECORD IN BOOK 6900, PAGE 78, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH PLAN REFERENCE IS HEREBY MADE FOR COMPLETE AND ACCURATE DESCRIPTION, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
>
> BEGINNING AT AN IRON PIN SET IN THE SOUTH RIGHT-OF-WAY OF BELL ROAD, 75 FEET FROM THE CENTER LINE, AT THE NORTHEAST CORNER OF LOT 1, BELL TRACE, SECTION 1, AS RECORDED IN PLAT BOOK 5210, PAGE 36, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT; THENCE WITH THE SOUTH RIGHT-OF-WAY LINE OF BELL ROAD, WITH A CURVE TO THE LEFT HAVING A RADIUS OF 1495.33 FEET, A DISTANCE OF 21.54 FEET, TO AN IRON PIN SET, SAID CURVE HAS A CHORD BEARING AND DISTANCE OF NORTH 81° 45' 04" EAST 21.54 FEET; THENCE NORTH 82° 02' 17" EAST 731.95

FEET TO AN IRON PIN SET; THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 2727.00 FEET, A DISTANCE OF 417.13 FEET TO AN IRON PIN SET; SAID CURVE HAS A CHORD BEARING AND DISTANCE OF NORTH 86° 23' 00" EAST 417.13 FEET; THENCE SOUTH 89° 11' 23" EAST 181.15 FEET TO AN IRON PIN SET; THENCE WITH THE WEST BOUNDARY LINE OF THE ROBERT A. MCDOWELL PROPERTY AS RECORDED IN DEED BOOK 4034, PAGE 945, REGISTER'S OFFICE OF DAVIDSON COUTNY, TENNESSEE, SOUTH 04° 48' 05" WEST 319.77 FEET TO AN EXISTING RAILROAD SPIKE IN CONCRETE; THENCE SOUTH 83° 22' 27" EAST 40.00 FEET TO AN EXISTING CONCRETE MONUMENT; THENCE WITH THE ROBERT A. MCDOWELL PROPERTY AND THE WEST BOUNDARY LINE OF THE SUTTON PLACE ASSOCIATES PROPERTY AS RECORDED IN DEED BOOK 5456, PAGE 691, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, WITH A FENCE SOUTH 06° 37' 33" WEST 150.00 FEET TO AN EXISTING CONCRETE MONUMENT; THENCE WITH THE SUTTON PLACE ASSOCIATES PROPERTY, SOUTH 33° 54' 20" EAST, 126.05 FEET TO AN EXISTING CONCRETE MONUMENT; THENCE WITH THE SUTTON PLACE ASSOCIATES PROPERTY AND THE WEST BOUNDARY LINE OF THE WILLIAM J. BERRY, JR., TRUSTEE, PROPERTY AS RECORDED IN DEED BOOK 6092, PAGE 416, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE SOUTH 20° 38' 42" WEST 751.37 FEET TO AN EXISTING CONCRETE MONUMENT; THENCE WITH THE WILLIAM J. BERRY, JR., TRUSTEE PROPERTY, SOUTH 09° 12' 37" EAST 99.23 FEET TO AN EXISTING CONCRETE MONUMENT; THENCE NORTH 78° 26' 38" WEST 237.20 FEET TO AN EXISTING CONCRETE MONUMENT; THENCE SOUTH 04° 53' 01" WEST 109.00 FEET TO AN IRON PIN SET; THENCE NORTH 35° 27' 17" WEST 872.32 FEET TO AN IRON PIN SET; THENCE NORTH 66° 29' 17" WEST 245.00 FEET TO AN IRON PIN SET; THENCE SOUTH 44° 59' 14" WEST 185.00 FEET TO AN IRON PIN SET; THENCE NORTH 49° 45' 21" WEST 285.00 FEET TO AN EXISTING IRON PIN IN CONCRETE; THENCE NORTH 53° 11' 38" EAST 145.50 FEET TO AN EXISTING IRON PIN IN CONCRETE; THENCE NORTH 56° 58' 23" EAST 96.95 FEET TO AN EXISTING IRON PIN IN CONCRETE; THENCE NORTH 06° 57' 13" WEST 311.50 FEET TO THE POINT OF BEGINNING AND CONTAINING 29.93 ACRES; BEING A PORTION OF THE PROPERTY OF MCDOWELL DEVELOPMENT CORPORATION AS RECORDED IN DEED BOOK 4634, PAGE 781, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

BEING THE SAME PROPERTY CONVEYED TO EQR-ARBORS VISTAS, INC., BY DEED FROM SCP NASHVILLE PARTNERS, L.P. OF RECORD IN BOOK 9059, PAGE 513, SAID REGISTER'S OFFICE. FURTHER CONVEYED TO MISSION MILL CREEK, DST, A DELAWARE STATUTORY TRUST OF RECORD IN INSTRUMENT NO. 20070321-0034537. SAID LAND ALSO BEING DESCRIBED AS FOLLOWS:

Land located in the thirty-second Councilmanic District of Nashville, Davidson County, Tennessee, being Phase I on the final plat of Second Revision, the Arbors of Hickory Hollow of record in Plat Book 6900, Page 709, R.O.D.C. and being more particularly described as follows:

Beginning at an iron rod in the southerly right-of-way of Bell Road, said iron rod being a northwesterly corner of Lot 1 on the final plat of Resub Lot 1 Hickory Hollow Business Center of record in Plat Book 7900, Page 566, R.O.D.C. and a northeasterly corner of the subject tract;

Thence with the westerly boundary of said Resub Lot 1 plat, Bellwood of record in Plat Book 4460, Page 41, R.O.D.C. and Chimney Top Apartments of record in Plat Book 5200, Page 550, R.O.D.C. as follows:

S 04°48'05"W, 319.77 feet;

S 83°22'27"E, 40.00 feet to an iron rod;

S 06°37'33"W, 150.00 feet to a concrete monument;

S 33°54'20"E, 126.05 feet to a concrete monument;

S 20°38'42"W 751.37 feet to a concrete monument;

S 09°12'37"E, 99.23 feet to a concrete monument;

N 78°26'38"W, 237.20 feet to an iron rod;
S 09°12'37"E, 99.23 feet to a concrete monument;

N 78°26'38"W, 237.20 feet to an iron rod;

S 04°53'01"W, 109.00 feet to an iron rod at a northeasterly corner of Phase II on the above mentioned final plat of Second Revision, The Arbors of Hickory Hollow;

Thence with the boundary of said Phase II as follows:

N 35°27'17"W, 872.32 feet to a metal fence post;

N 66°29'17"W, 245.00 feet;

S 44°59'14"W, 185.00 feet;

N 49°45'21"W, 285.00 feet to an iron rod in the easterly boundary of Bell Trace Section One of record in Plat Book 5210, Page 36, R.O.D.C.;

Thence with said boundary of Bell Trace Section One as follows:

N 53°11'38"E, 145.50 feet to an iron rod;

N 56°58'23"E, 96.95 feet to an iron rod;

N 06°57'13"W, 311.50 feet to the southerly right-of-way of Bell Road;

Thence with said southerly right-of-way as follows:

Northeasterly with a curve to the right 417.54 feet, said curve having a radius of 2,727.00 feet, a central angle of 08°46'20" and a chord of 417.13 feet at N 86°23'00"E;

S 89°11'23"E, 181.15 feet to the beginning.

TOGETHER WITH ALL OF THE RIGHTS, TITLE AND INTERESTS BENEFITING THE ABOVE DESCRIBED LAND PURSUANT TO THE TERMS OF THAT CERTAIN DECLARATION OF EASEMENTS RECORDED IN BOOK 6305, PAGE 527 OF THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE AS AMENDED IN BOOK 6950, PAGE 666, AND BOOK 7480, PAGE 985, SAID REGISTER'S OFFICE,

together with any and all other property, real and personal, which constitutes the Trust Property as that term is defined in the Deed of Trust, but specifically excluding any cash, accounts, deposits, escrows, refunds reserves, impounds and other cash or cash equivalents.

The sale was held, and this conveyance is made, without any covenant or warranty, express or implied, and subject to any liens, claims, encumbrances or other matters having priority over the Deed of Trust or which may affect or encumber the Real Property following the sale, including, without limitation, all matters shown on any applicable recorded plat; taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records; any facts, rights, interests, or claims that are not shown by the public records

but that could be ascertained by an inspection of the Real Property or that may be asserted by persons in possession of the Real Property; easements, liens or encumbrances, or claims thereof, not shown by the public records; any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Real Property and not shown by the public records; any mineral or mineral rights leased, granted or retained by current or prior owners; any lien or right to lien for services, labor or material imposed by law and not shown by the public records; taxes assessed by correction pursuant to the provisions of T.C.A. §67-5-603, et seq.; taxes and assessments for Map & Parcel No. 163-305.00 for the year 2013 not yet paid and for subsequent years not yet due and payable; and, statutory rights of redemption of any governmental agency including, but not limited to, the right of redemption of the Internal Revenue Service pursuant to 26 U.S.C. §7425(d)(1), of the State of Tennessee pursuant to T.C.A. §67-1-1433(c)(1), or of any other taxing authority. The Real Property may be subject to the terms, conditions, provisions and restrictions of the following instruments recorded in the Register's Office: all matters as shown on the plat of record in Plat Book 6900, page 78, and as amended in Plat Book 6900, page 709; Declarations of Easements of record in Book 6305, page 527, in the Register's Office of Davidson County, Tennessee, as amended in Book 6950, page 666, and Book 7480, page 985; Grant of Easement of record in Instrument 20130517-0050033; rights of tenants under any unrecorded leases.

TO HAVE AND TO HOLD said Trust Property with the appurtenances, estate, title and interest thereto belonging to said DMARC 2007-CD5 ARBOR LIVING, LLC, a Delaware limited liability company, its successors and assigns, forever. And I do hereby transfer and assign unto DMARC 2007-CD5 ARBOR LIVING, LLC, a Delaware limited liability company, its successors

and assigns, all of the rights and benefits of the covenants and warranties contained in said Deed of Trust in as full and ample a manner as under it I can or should do, but I convey and assign as Substitute Trustee, and not otherwise. This instrument is provided without any covenant or warranty, express or implied. Substitute Trustee conveys to DMARC 2007-CD5 ARBOR LIVING, LLC, a Delaware limited liability company, its successors and assigns only pursuant to the rights and powers granted to Substitute Trustee as set forth in the Deed of Trust and under Tennessee law.

[END OF TEXT – SIGNATURE AND ACKNOWLEDGMENT PAGE FOLLOWS]

WITNESS my hand this 6th day of February, 2014.

Joseph R. Prochaska, Substitute Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Todd Hancock, a Notary Public in and for said State and County, Joseph R. Prochaska, Substitute Trustee, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 6th day of February, 2014.

Notary Public

My Commission Expires:

3-3-14

TODD H. HANCOCK
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 03-03-2014

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The actual consideration for this transfer or value of the property (whichever is greater) is $12,200,000.00.

DMARC 2007-CD5 ARBOR LIVING, LLC,
a Delaware limited liability company,

By: LNR PARTNERS, LLC, a Florida limited liability company, its Manager

By: _____
Arnold Shulkin, Vice-President

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 7th day of February, 2014, by Arnold Shulkin, a Vice President of LNR Partners, LLC, a Florida limited liability company, on behalf of such limited liability company, as Manager of DMARC 2007-CD5 ARBOR LIVING, LLC, a Delaware limited liability company, on behalf of such limited liability company; such individual is personally known to me.

My Commission Expires:

Signature _____
Print Name: Sandra Arizmendi

NOTARY PUBLIC, State of Florida

[AFFIX NOTARY STAMP ABOVE]

Notary Public State of Florida
Sandra Arizmendi
My Commission EE140998
Expires 10/24/2015