BILL GARRETT, Davidson County
Trans:T20140087083 DEEDTRS
Recvd: 11/19/14 09:30 10 pgs
Fees:53.00 Taxes:13597.50
20141119-0106544

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:
CGCMT 2008-C7 KERMIT DRIVE, LLC c/o LNR Partners, LLC 1601 Washington Avenue, Suite 700 Miami Beach, FL 33139	CGCMT 2008-C7 KERMIT DRIVE, LLC c/o LNR Partners, LLC 1601 Washington Avenue, Suite 700 Miami Beach, FL 33139	120-01-0-155.00 & 120-01-0-156.00 **Property Address:** 1100, 1101 & 1102 Kermit Drive Nashville, TN 37217

SUBSTITUTE TRUSTEE'S DEED

THIS INSTRUMENT is made and entered into as of October 30, 2014, by and between Joseph R. Prochaska, Substitute Trustee, and CGCMT 2008-C7 KERMIT DRIVE, LLC, a Delaware limited liability company.

WHEREAS, Oaks Building Owner, LLC, a Delaware limited liability company ("Trustor"), by Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing, made as of August 9, 2007 ("Deed of Trust"), recorded August 9, 2007, as Instrument No. 20070809-0095651, in the Office of the Register of Deeds for Davidson County, Tennessee ("Register's Office"), conveyed to Lynn M. Hammond, as Trustee, for the benefit of Mortgage Electronic Registration Systems, Inc., a Delaware corporation ("MERS"), as nominee for Goldman Sachs Commercial Mortgage Capital, L.P., a Delaware limited partnership ("Original Beneficiary"), all of Trustor's interest in certain real property hereinafter described and conveyed by said Deed of Trust ("Premises") with power to sell the Premises upon default in the payment of the indebtedness secured thereby; and

WHEREAS, the Deed of Trust subsequently was assigned (1) by MERS to Wells Fargo Bank, N.A., as Trustee for the registered holders of Citigroup Commercial Mortgage Trust 2008-C7, Commercial Mortgage Pass-Through Certificates, Series 2008-C7, pursuant to that certain Corporate Assignment of Deed of Trust, dated September 20, 2011, recorded September 27, 2011, as Instrument No. 20110927-0074481, in the Register's Office and (2) by Wells Fargo Bank, N.A., a national banking association, as Trustee for the registered holders of Citigroup Commercial Mortgage Trust 2008-C7, Commercial Mortgage Pass-Through Certificates, Series 2008-C7 to CGCMT 2008-C7 KERMIT DRIVE, LLC, a Delaware limited liability company ("Beneficiary"), pursuant to that certain Assignment of Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing and Other Loan Documents, executed September 8, 2014, recorded September 10, 2014, as Instrument No. 20140910-0082887, in the Register's Office; and

WHEREAS, the Deed of Trust, by its terms, secures the payment of an indebtedness evidenced by a Deed of Trust Note dated August 9, 2007 ("Note"), payable by Trustor to the order of Original Lender, in the original principal amount of Eight Million One Hundred Thousand and 00/100 Dollars ($8,100,000.00); Original Beneficiary endorsed the Note to Goldman Sachs Mortgage Company, a New York Limited Partnership; Goldman Sachs Mortgage Company endorsed the Note to Wells Fargo Bank, N.A., as Trustee for the registered holders of Citigroup Commercial Mortgage Trust 2008-C7, Commercial Mortgage Pass-Through Certificates, Series 2008-C7; and, Wells Fargo Bank, N.A., as Trustee for the registered holders of Citigroup Commercial Mortgage Trust 2008-C7, Commercial Mortgage Pass-Through Certificates, Series 2008-C7 endorsed the Note to Beneficiary; and

WHEREAS, by an instrument of record as Instrument No. 20140910-0082890 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, Trustor 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 the Note, demanded that Joseph R. Prochaska as Substitute Trustee ("Substitute Trustee") advertise and sell the Premises 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 Premises to be duly advertised by notice published on October 10, 17 and 24, 2014 in the Tennessean, a newspaper published in Davidson County, Tennessee, stating that, on Thursday, October 30, 2014, commencing at 10:00 a.m. at the front door of the Davidson County Courthouse, Nashville, Davidson County, Tennessee, said Premises 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 appraisement, valuation, extension, reinstatement, redemption rights and redemption laws, expressly the statutory right of redemption pursuant to T.C.A. §66-8-101, all rights of marshalling, and, all homestead and exemption rights, all of which Trustor expressly waived in said Deed of Trust; and

WHEREAS, at the time and place stated in said published notice, the Substitute Trustee offered said Premises for sale at public outcry and sold said Premises to CGCMT 2008-C7 KERMIT DRIVE, LLC, a Delaware limited liability company, its credit bid of Three Million Six Hundred Seventy-Five and 00/100 Dollars ($3,675,000.00) 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 Three Million Six Hundred Seventy-Five and 00/100 Dollars ($3,675,000.00) paid, I, Joseph R. Prochaska, Substitute Trustee, as aforesaid, have bargained and sold and by these presents do transfer and convey unto CGCMT 2008-C7 KERMIT DRIVE, LLC, a Delaware limited liability company, its successors and assigns, all of the right, title and interest in the Premises therein described that is vested in me as Substitute Trustee by said Deed of Trust, which Premises is situated in Davidson County, Tennessee, and described as follows:

Being two tracts of land in the First Civil District of the City of Nashville, Davidson County, Tennessee, located on the southerly margin of Vultee Boulevard on both the east and west margins of Kermit Drive and being more particularly described as follows:

TRACT NO. 1:

Being a tract of land in the Southwest quadrant of the intersection of Vultee Boulevard and Kermit Drive, being Lot 1 as shown on the Plan of The Oaks of record in Plat Book 4460, Page 139 in the Registrar's Office of Davidson County, Tennessee, to-wit:

Beginning at a concrete monument at the northwest corner of herein described tract, said monument being in the Southerly margin of Vultee Boulevard and being the northeast corner of property of Olympia Plaza of record in Deed Book 5894, page 197 in the Registrar's Office of Davidson County, Tennessee; thence with said margin of Vultee Boulevard, South 89 degrees 09 minutes 00 seconds East 215.00 feet to a point; thence leaving said margin with a curve concave to the south having a central angle of 90 degrees 00 minutes 00 seconds, a radius of 25.00 feet and a chord of South 44 degrees 09 minutes 00 seconds East 35.36 feet for an arc length of 39.27 feet to a point in the Westerly margin of Kermit Drive; thence with said margin of Kermit Drive, South 00 degrees 51 minutes 00 seconds West 25.00 feet to a point; thence with a curve concave to the East having a central angle of 20 degrees 30 minutes 00 seconds, a radius of 305.00 feet and a chord of South 09 degrees 24 minutes 00 seconds East 108.55 feet for an arc length of 109.13 feet to a point; thence with a curve concave to the West having a central angle of 60 degrees 50 minutes 00 seconds a radius of 295.00 feet and a chord of South 10 degrees 46 minutes 00 seconds West 298.71 feet, for an arc length of 313.21 feet to a point; thence South 41 degrees 11 minutes 02 seconds West 62.31 feet to an iron pin; thence leaving Kermit Drive with the North line of Resubdivision of Lot 9 The Oaks, of record in Plat Book 4885, Page 24 in the Registrar's Office of Davidson County, Tennessee; North 48 degrees 49 minutes 00 seconds West 219.79 feet to a point; thence with the east line of Olympia Plaza, North 00 degrees 51 minutes 00 seconds East, 356.30 feet to the point of beginning.

TRACT NO. 2:

Being a tract of land in the Southeast quadrant of the intersection of Vultee Boulevard and Kermit Drive, being Lot 3 as shown on the Plat of Resubdivision of Lots 3, 4 & 5, The Oaks, of record in Plat Book 4660, page 58 in the Registrar's Office of Davidson County, Tennessee, to-wit:

Beginning at a concrete monument in the Southerly margin of Vultee Boulevard at the Northeast corner of herein described tract, said monument being the northwest corner of Stardust Acres of record in Plat Book 1424, Page 92 in the Registrar's Office of Davidson County, Tennessee; thence, leaving Vultee Boulevard with the West line of Stardust Acres, South 03 degrees 48 minutes 00 seconds West 408.08 feet to a concrete monument; thence, with the North line of First Revision, Stradust Commercial Park Section 2, Lot 1, of record in Plat Book 9700, Page 394 in the Registrar's Office of Davidson County, Tennessee, North 84 degrees 09 minutes 00 seconds West, 203.60 feet to a point; thence, with the westerly line of Fred C. Hardeman of record in Book 9490, Page 977 in the Registrar's Office of Davidson County, Tennessee, South 56 degrees 07 minutes 00 seconds West 72.20 feet to an iron pin; thence South 32 degrees 09 minutes 00 seconds West 172.88 feet to a concrete monument; thence, South 13 degrees 18 minutes 00 seconds West 108.12 feet to an iron pin; thence, leaving Hardeman with the North line of The Oaks of record in Plat Book 4660, Page 58 in the Registrar's Office of Davidson County, Tennessee, North 48 degrees 49 minutes 00 seconds West, 269.96 feet to a point in the Easterly margin of Kermit Drive; thence, with said margin and a curve concave to the west having a central angle of 54 degrees 34 minutes 02 seconds, a radius of 345.00 feet and a chord of North 07 degrees 38 minutes 01 seconds East 316.29 feet, for an arc length of 328.57 feet to a point; thence, with a curve concave to the East having a central angle of 20 degrees 30 minutes 00 seconds, a radius of 255.00 feet and a chord of North 09 degrees 24 minutes 00 seconds West 90.75 feet, for an arc length of 91.24 feet to a point; thence North 00 degrees 51 minutes 00 seconds East, 25.00 feet to a point; thence, with a curve concave to the East having a central angle of 90 degrees 00 minutes 00 seconds, a radius of 25.00 feet and a chord of North 45 degrees 51 minutes 00 seconds East, 35.36 feet, for an arc length of 39.27 feet to a point in the southerly margin of Vultee Boulevard; thence, with Vultee Boulevard South 89 degrees 09 minutes 00 seconds East, 271.20 feet to a point; thence, with a curve concave to the north having a central angle of 22 degrees 18 minutes 20 seconds, a radius of 750.00 feet and a chord of North 79 degrees 41 minutes 50 seconds East 290.14 feet for an arc length of 291.98 feet to the point of beginning.

The Premises is sold, transferred and conveyed 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 Premises 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 Premises or that may be asserted by persons in possession of the Premises; 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 Premises 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 Parcel Nos. 120-01-0-155.00 & 120-01-0-156.00 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 Premises may be subject to the

terms, conditions, provisions and restrictions of the following instruments recorded in the Register's Office: all matters on the plat of record in Book 4460, Page 139, and Book 4660, Page 58; Easements of record in Book 1181, Page 158; and, rights of tenants, as tenants only, under any unrecorded leases.

TO HAVE AND TO HOLD said Trust Property with the appurtenances, estate, title and interest thereto belonging to said CGCMT 2008-C7 KERMIT DRIVE, LLC, a Delaware limited liability company, its successors and assigns, forever. And I do hereby transfer and assign unto CGCMT 2008-C7 KERMIT DRIVE, 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 CGCMT 2008-C7 KERMIT DRIVE, 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 31st day of October, 2014.

Joseph R. Prochaska, Substitute Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, _____, 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 31st day of October, 2014.

Notary Public

My Commission Expires:

March 8, 2016

ASHLEY JONES
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires MAR. 8, 2016

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The actual consideration for this transfer or value of the property (whichever is greater) is $3,675,000.00.

CGCMT 2008-C7 KERMIT DRIVE, 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 31st day of October, 2014, by Arnie Shulkin, a Vice President of LNR Partners, LLC, a Florida limited liability company, on behalf of such limited liability company, as Manager of CGCMT 2008-C7 KERMIT DRIVE, LLC, a Delaware limited liability company, on behalf of such limited liability company; such individual is personally known to me.

My Commission Expires:

NERIS FRANCO
MY COMMISSION # FF 131010
EXPIRES: June 10, 2018
Bonded Thru Notary Public Underwriters

Signature _____
Print Name: Neris Franco

NOTARY PUBLIC, State of Florida

[AFFIX NOTARY STAMP ABOVE]

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The actual consideration for this transfer or value of the property (whichever is greater) is $3,675,000.00.

CGCMT 2008-C7 KERMIT DRIVE, 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 31st day of October, 2014, by Arnie Shulkin, a Vice President of LNR Partners, LLC, a Florida limited liability company, on behalf of such limited liability company, as Manager of CGCMT 2008-C7 KERMIT DRIVE, LLC, a Delaware limited liability company, on behalf of such limited liability company; such individual is personally known to me.

My Commission Expires:

NERIS FRANCO
MY COMMISSION # FF 131010
EXPIRES: June 10, 2018
Bonded Thru Notary Public Underwriters

Signature _____
Print Name: Neris Franco

NOTARY PUBLIC, State of Florida

[AFFIX NOTARY STAMP ABOVE]