BILL GARRETT, Davidson County
Trans:T20150038700 DEEDWARR
Recvd: 05/19/15 09:37 4 pgs
Fees:23.00 Taxes:6660.00
20150519-0045896

PREPARED BY AND RETURN TO:
GRANT, KONVALINKA & HARRISON, P.C.
Ninth Floor - Republic Centre
633 Chestnut Street
Chattanooga, Tennessee 37450-0900

WARRANTY DEED

IN CONSIDERATION of Ten Dollars ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 135 2nd Avenue North, LLC, a Tennessee limited liability company ("Grantor"), does hereby sell, transfer and convey unto 135 Second Avenue Associates, LLC, a Tennessee limited liability company ("Grantee"), the following described real estate (the "Property"):

Land in the Sixth Councilmanic District of Metropolitan Nashville, Davidson County, Tennessee, being a portion of Lot 29 on the plan of the Original Town of Nashville, not of record, and more particularly described as follows:

BEGINNING in the westerly right-of-way of 2nd Avenue North (36.66 feet from the centerline) at the southeast corner of an existing building also known as 135 2nd Avenue North, said building corner being northwesterly 348.70 feet along said right-of-way from its intersection with the northerly right-of-way of Broadway; Thence, leaving said right-of-way of 2nd Avenue North with the face of said building and the northerly boundary line of the 131 2nd Avenue, LLC property, of record as Instrument No. 20070523-0061635 in the Register's Office of Davidson County, Tennessee, South 60 degrees 44 minutes 39 seconds West 88.38 feet to southwest corner of said building on easterly margin of Alley No. 11 (width varies); Thence, with said margin and the west face of said building, North 28 degrees 24 minutes 09 seconds West 43.69 feet to the northwest corner of said building; Thence, with the north face of said building and the southerly boundary line of the Margaret Ann Warner property, of record as Instrument No. 20051230-0156580 in said Register's Office, North 60 degrees 42 minutes 00 seconds East 87.54 feet to northeast corner of said building on said westerly right-of-way of 2nd Avenue North. Thence, with said right-of-way, South 29 degrees 30 minutes 29 seconds East 43.73 feet to BEGINNING.

Grantee Address:	Send Tax Bills to:	Map Parcel No.
135 Second Avenue Associates, LLC 222 Printers Alley Nashville, TN 37201	Same	093 06 2 058.00

said westerly right-of-way of 2nd Avenue North. Thence, with said right-of-way, South 29 degrees 30 minutes 29 seconds East 43.73 feet to BEGINNING.

For prior title see Deed recorded as instrument number 20080115-0004684, in the Register's Office of Davidson County, Tennessee.

Subject to Easement recorded in Book 6210, Page 51, as amended in Book 8139, Page 36, in the Register's Office of Davidson County, Tennessee.

Subject to any unrecorded leases.

Subject to any governmental zoning and subdivision ordinances or regulations in effect thereon.

Subject to Deed of Trust, Assignment of Leases and Security Agreement from 135 2nd Avenue North, LLC to Robert L. McDonald, Trustee for the benefit of the Cedarstone Bank in the amount of $1,700,000.00 dated January 15, 2008 and recorded January 15, 2008 as instrument number 20080115-0004685, as modified by instrument number 20120717-0062874, in the Register's Office of Davidson County, Tennessee.

Subject to Collateral Assignment of Leases from 135 2nd Avenue North, LLC to Cedarstone Bank dated January 15, 2008 and recorded January 15, 2008 as instrument number 20080115-0004686, in the Register's Office of Davidson County, Tennessee.

Subject to UCC-1 fixture filling between 135 2nd Avenue North, LLC as debtor and Cedarstone Bank as secured party recorded on January 15, 2008, as instrument number 20080115-0004687, as continued by instrument number 20121030-0099182, in the Register's Office of Davidson County, Tennessee.

Subject to taxes for the year 2015 and subsequent years and any taxes or special assessments which are not shown as existing liens by the public records, including any increase in assessment resulting from improvements constructed on the property.

Subject to any governmental zoning and subdivision ordinances or regulations in effect thereon.

Taxes for the year 2015 are prorated between Grantor and Grantee.

TO HAVE AND TO HOLD said real estate unto Grantee, its successors and/or assigns, in fee simple forever.

Grantor for itself and its successors and/or assigns, covenants, warrants and represents to and with Grantee, its successors and/or assigns, that Grantor is lawfully seized and possessed of the above-described real estate, that it has full right and lawful authority to sell and convey the same, that it has not made, done, executed or suffered any act or thing whereby the real estate now is or at any time hereafter shall or may be imperiled, charged or encumbered except as herein set forth, and that it will forever warrant and defend the title to the said real estate against all persons whomsoever.

IN WITNESS WHEREOF, Grantor has executed and delivered this Warranty Deed this 29th day of April, 2015.

135 2nd AVENUE NORTH, LLC

By: _____

Title: member

STATE OF TENNESSEE
COUNTY OF Davidson

Before me, a Notary Public of the State and County aforesaid, personally appeared Ron McCullough, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be member of 135 2nd Avenue North, LLC, the within named bargainor, a Tennessee limited liability company, and that he as such officer executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such officer.

WITNESS my hand and seal, this 29th day of April, 2015.

ROBERT J. NOTESTINE III
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON
My Comm. Expires May 8, 2017

_____
Notary Public

My commission expires: _____

STATE OF TENNESSEE
COUNTY OF Davidson

I hereby swear or affirm that the actual consideration for this transfer or the value of the property transferred, whichever is greater, is $1,800,000.00 which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant-Grantee

Subscribed and sworn to
before me this 29th day
of April, 2015.

Notary Public

My commission expires:

p:\folders a-h\g203\1057\warranty deed.doc

ROBERT J. NOTESTINE III
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON
My Comm. Expires May 8, 2017