(2)

SPECIAL WARRANTY DEED

BILL GARRETT, Davidson County
Trans:T20160007138 DEEDWARRSP
Recvd: 01/27/16 12:47 4 pgs
Fees:23.00 Taxes:6845.00
20160127-0007888

This Instrument prepared by:
SHERRARD & ROE, PLC (JHR)
150 Third Avenue South, Suite 1100
Nashville, Tennessee 37201

GRANTOR: **ASPEN CONSTRUCTION HOLDINGS, a Tennessee limited liability company**

GRANTEE: **BLAIR & BELMONT, LLC, a Tennessee Limited liability company**

Address New Owner As Follows:	Send Tax Bills To:	Map Parcel ID No.
Blair & Belmont, LLC c/o Evergreen Real Estate 400 Overbeck Lane, Suite 201 Nashville TN 37204	same	104-16-404.00 104-16-403.00 104-16-405.00 104-15-406.00

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid by **BLAIR & BELMONT, LLC, a Tennessee limited liability company, GRANTEE**, and other good and valuable consideration, the receipt of which is hereby acknowledged, the **GRANTOR, ASPEN CONSTRUCTION HOLDINGS, LLC, a Tennessee limited liability company**, hereby bargains, sells, transfers and conveys to **GRANTEE**, its successors and assigns, all of its right, title and interest in the following described parcel of real estate located in Davidson County, Tennessee as more particularly described on Exhibit "A" attached hereto (the "Property").

The Property is improved property located at 2117 Belmont Boulevard, 2121 Belmont Boulevard, 1701 A Blair Boulevard, and 1701 C Blair Boulevard, Nashville, Tennessee.

TO HAVE AND TO HOLD the Property with the appurtenances, estate, title and interest thereto belonging to the **GRANTEE**, its successors and assigns forever.

GRANTOR covenants that **GRANTOR** is lawfully seized and possessed of the Property in fee simple, **GRANTOR** has a good right to convey the Property, and the Property is unencumbered except as described in Exhibit "B" attached hereto, to which this conveyance is expressly made subject.

Except as to those matters described in Exhibit "B", **GRANTOR** does further covenant and binds itself and its successors and assigns to warrant and forever defend title to the Property herein conveyed, to the **GRANTEE**, its successors and assigns, against the lawful claims of all persons claiming by, through or under **GRANTOR**, but not further or otherwise.

IN WITNESS WHEREOF, GRANTOR has signed this deed to be effective as of the 25th day of January, 2016.

ASPEN CONSTRUCTION HOLDINGS, LLC,
a Tennessee limited liability company

Pres.

John Zelenak, President

STATE OF TENNESSEE)
COUNTY OF ~~DAVIDSON~~ WILLIAMSON)

Before me, the undersigned, a Notary Public in and for said State and County aforesaid, duly commissioned and qualified, personally appeared John Zelenak, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who upon oath acknowledged that he is the President of Aspen Construction Holdings, LLC, a Tennessee limited liability company, the within named bargainor, who further acknowledged that he executed the foregoing instrument for the purposes therein by signing the name of Aspen Construction, LLC by himself as its President.

WITNESS my hand and seal at office on this the 25th day of January, 2016.

KATHLEEN HALE McCLELLAN
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

Notary Public
My commission expires: 12-6-2016

STATE OF TENNESSEE
COUNTY OF ~~DAVIDSON~~ Williamson

The greater of the actual consideration or value for this transfer is $1,850,000.

Affiant

Sworn to and subscribed before me this 25th day of January, 2016.

Notary Public

My Commission Expires: 11/10/2019

AMY T. NELSON
NOTARY PUBLIC AT LARGE
WILLIAMSON COUNTY, TN

747613.2 06683-042

EXHIBIT "A"

Property Description

Land in Davidson County, Tennessee, being Lot(s) 1, 2, 3 and 4, as shown on the map entitled Belmont Land Co., a Resubdivision of Lot 143, and the east 25 feet of Lot 144, and the northerly part of Lot 145, of record in Book 5190, Page 122, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to ASPEN CONSTRUCTION HOLDINGS, LLC by Instrument of Correction of Quitclaim Deed from ASPEN CONSTRUCTION, LLC, of record at Instrument No. 20160127-0007887, dated January 25, 2016, said Register's Office.

EXHIBIT "B"

Encumbrances

Real and personal property taxes for the current year or the year in which closing of sale of the Premises occurs and subsequent years.

Matters shown on the plan of record that do not interfere with or limit the use and operation of the Premises as an apartment or residential condominiums.

Restrictive covenants and easements of record that do not interfere with or limit the use and development of the Premises as an apartment or residential condominiums.

Visible easements and encroachments that do not interfere with or limit the use and operation of the Premises as an apartment or residential condominiums.

Any leasehold mortgage granted by Tenant and joined in by Landlord.