BILL GARRETT, Davidson County
Trans:T20160016008 DEEDWARRSP
Recvd: 02/26/16 14:18 4 pgs
Fees:23.00 Taxes:10730.00
20160226-0018545

THIS INSTRUMENT PREPARED BY:
Charles B. Reasor III
White & Reasor, PLC
3100 West End Avenue, Suite 1100
Nashville, TN 37203-1348
(615) 383-3345

ADDRESS NEW OWNER:

Cherokee Edmondson, LLC
3022 Vanderbilt Place
Nashville, Tennessee 37212

PARTY RESPONSIBLE FOR PAYMENT OF TAXES:

New Owner

MAP-PARCEL NO.:

161130A00100CO

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $2,900,000.00.

AFFIANT

Subscribed and sworn to before me this 24th day of Feb., 2016.

Notary Public

My Commission Expires:

JOE VAULX CROCKETT, III
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires JULY 3, 2017

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten and No/100 ($10.00) Dollars, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, National Bank of Commerce, a national banking association ("Grantor"), has this day bargained and sold and does hereby transfer and convey unto Cherokee Edmondson, LLC, a Tennessee limited liability company ("Grantee"), and Grantee's successors and assigns, certain real estate in Davidson County, Tennessee, described in Exhibit "A," attached hereto and incorporated herein by this reference (the "Property").

This is improved property located at 5511 Edmondson Pike, Nashville, Davidson County, Tennessee.

TO HAVE AND TO HOLD, the Property with the appurtenances, estate, title, and interest thereto belonging to Grantee, and Grantee's successors and assigns, forever. Grantor

covenants that Grantor is lawfully seized and possessed of the Property in fee simple, has a good right to convey the Property, and that the same is unencumbered except for those matters set forth in Exhibit "B," attached hereto and incorporated herein by this reference.

Grantor further covenants and binds Grantor and Grantor's successors and assigns, to warrant and forever defend the title to the Property to Grantee, and to Grantee's 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 caused this Special Warranty Deed to be executed to be effective as of the 22nd day of February, 2016.

GRANTOR:

NATIONAL BANK OF COMMERCE

BY: _____
Edward H. Lacy III,
Senior Vice President

STATE OF AL
COUNTY OF Jefferson

PERSONALLY APPEARED BEFORE ME, Kristie Kelly, a Notary Public, Edward H. Lacy III, with whom I am personally acquainted, who acknowledged that he executed the foregoing instrument for the purposes therein contained and who further acknowledged that he is Senior Vice President of NATIONAL BANK OF COMMERCE, a national banking association, being authorized to execute the foregoing instrument on behalf of the association.

WITNESS MY HAND, at office this 22nd day of February, 2016.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES:

KRISTIE KELLY
My Commission Expires
August 29, 2019

EXHIBIT "A"
LEGAL DESCRIPTION

LAND in Davidson County, Tennessee, being Building No. 1, on the plan of Edmondson Corner Shoppes, according to the Master Deed of record in Instrument No. 20030904-0128528, as amended in Instrument No. 20110222-0014297, in the Register's Office for Davidson County, Tennessee ("RODC").

BEING the same property conveyed to National Bank of Commerce by Successor Trustee's Special Warranty Deed of record in Instrument No. 20150223-0015598, RODC.

EXHIBIT "B"
PERMITTED ENCUMBRANCES

1. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Property.

2. Taxes for the year 2016, a lien, not yet due and payable.

3. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 6218, Page 59, and in Book 6218, Page 62, Register's Office for Davidson County, Tennessee.

4. Master Deed and Bylaws for Edmondson Corner Shoppes of record in Instrument No. 20030904-0128528, said Register's Office, and amended by Amendment to Master Deed and Bylaws of record in Instrument No. 20110222-0014297, said Register's Office.

5. 5' X 35' Anchor Easement of record in Instrument No. 20050701-0076088, said Register's Office.

6. Stormwater Detention Agreement of record in Instrument No. 20061206-0150571, said Register's Office.

7. Rights of tenants, as tenants only, under unrecorded leases.