Bill Garrett Davidson County
Batch# 39453 DEEDWARRSP
12/19/2017 12:30:48 PM 5 pgs
Fees: $28.00 Taxes: $5,550.00
20171219-0129201

THIS INSTRUMENT PREPARED BY:
BASS, BERRY & SIMS PLC (DMS)
150 Third Avenue South, Suite 2800
Nashville, Tennessee 37201

SPECIAL WARRANTY DEED

Address New Owner(s)	Send Tax Bills To:	Map/Parcel Number(s)
M&M Nolensville, LLC 104 Woodmont Blvd, Suite 405, Nashville TN 37205	Same	161-00-0-179.00

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 ($10.00) DOLLARS cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, MARATHON PROPERTIES, LLC, a Tennessee limited liability company (the "Grantor"), has bargained and sold, and by these presents does hereby transfer and convey, unto M&M NOLENSVILLE, LLC, a Tennessee limited liability company (the "Grantee"), its successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, being more particularly described on Exhibit A attached hereto (the "land").

TO HAVE AND TO HOLD said land with the appurtenances, hereditaments, estate, title, and interest thereto belonging to Grantee, its successors and assigns, forever. Grantor covenants that Grantor is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and that the same is unencumbered, except for the matters described on Exhibit B attached hereto.

Grantor further covenants and binds itself to warrant and forever defend the title to said land to Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through or under Grantor (but not further or otherwise), except for claims arising out of the matters described on Exhibit B attached hereto.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on this 15 day of December, 2017.

Marathon Properties, LLC,
a Tennessee limited liability company

By: _____
Jonathan Steinberg
Chief Manager

STATE OF FL)
COUNTY OF Sarasota)

Personally appeared before me, the undersigned, a Notary Public, Jonathan Steinberg, with whom I am personally acquainted, who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Chief Manager of Marathon Properties, LLC, a Tennessee limited liability company, the within named bargainor, and is authorized by the limited liability company to execute this instrument on behalf of the limited liability company.

WITNESS my hand, at office, this 15 day of December, 2017.

_____
Notary Public

My Commission Expires:
June 7, 2019

MATTHEW A. BRAME
Notary Public - State of Florida
Commission # FF 227458
My Comm. Expires Jun 7, 2019
Bonded through National Notary Assn.

STATE OF FL
COUNTY OF Sarasota

The actual consideration for this transfer or value of property conveyed (whichever is greater) is $1,500,000.

Affiant

Sworn to and subscribed before me this 15 day of December, 2017.

Notary Public

My Commission Expires: June 7, 2019

MATTHEW A. BRAME
Notary Public - State of Florida
Commission # FF 227458
My Comm. Expires Jun 7, 2019
Bonded through National Notary Assn.

EXHIBIT A

PROPERTY DESCRIPTION

Land in Davidson County, Tennessee, being Lot No. 1 on the Plan of Brentwood East Commercial Park, of record in Plat Book 5200, page 6, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description thereof.

Being the same property conveyed to Marathon Properties, LLC by deed of record as Instrument No. 20070907-0107537, in the Register's Office for Davidson County, TN.

EXHIBIT B

EXCEPTIONS TO TITLE

1. Current real estate taxes, a lien not yet due and payable.

2. Plat of record in Book 5200, page 6, Register's Office for Davidson, County, TN ("RODC")

3. Agreement of Dedication of Easement to Metropolitan Government of Nashville and Davidson County, TN, of record in Book 5387, page 274, RODC.

4. Rights of VP Group, Corp., under an unrecorded and undated lease of the land entered into by and between VP Group, Corp, as Tenant, and Marathon Properties, LLC, as Landlord.

5. Any and all encroachments, encumbrances, violations, variations or adverse circumstance affecting the title to the land, and the land, that would be disclosed by an accurate and complete survey of the land, including but not limited to any disclosed on that certain ALTA/NSPS Land Title Survey of the land dated February 20, 2017, prepared by L.I. Smith & Associates.

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