CORRECTION WARRANTY DEED

Bill Garrett Davidson County
Batch# 45687 DEEDWARR
01/08/2018 03:35:09 PM 2 pgs
Fees: $12.00 Taxes: $0.00

20180108-0002477

STATE OF_____, COUNTY OF

The actual consideration or value whichever is greater, for this transfer is $

_____
Affiant

Subscribed and sworn to before me this the ___day of _____20__

_____
Notary Public

My commission expires: _____

(Affix Seal)

THIS INSTRUMENT PREPARED BY:

GOLD & ROSENBLATT LLC
840 GRAND CONCOURSE
SUITE 1B
BRONX, NEW YORK 10451

ADDRESS NEW OWNER(s) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
NASH TN LLC c/o David L. Gold, Esq. Gold & Rosenblatt LLC 840 Grand Concourse, Suite 1B Bronx, New York 10451	SAME	51-198.00

FOR AND IN CONSIDERATION of the sum of Ten dollars and 00/100 ($10.00), cash in hand paid by the Grantee(s) and other good and valuable considerations accepted as cash, the receipt and sufficiency of which is hereby acknowledged, ***NASH TN LLC, a Delaware limited liability company,*** *hereinafter called "Grantor" have this day bargained and sold, and do hereby transfer and convey unto* ***NASH TN LLC, a Tennessee limited liability company****, hereinafter called " Grantee," their (successors), heirs and assigns, certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:*

Land in the 8th Concilmanic District of Metropolitan Nashville, Davidson County, Tennessee, shown as Tax Map 51, Parcel 198, being Lot No. 1 as shown on Final Plat, Lot 1, Madison K-Mart Plaza, of record as Instrument No. 200008010076013, in the Register's Office for Davidson County, Tennessee, and being more fully described according to ALTA/ACSM Survey prepared by Joseph M. Holland, Tenn. R.L.S. No. 1645, dated August 31, 2001, as follows:

Beginning at a concrete monument on the northerly right-of-way of Briley Parkway and the westerly right-of-way of Gallatin Pike;

1. Thence, North 88 deg. 18 min. 42 sec. West for a distance of 201.97 feet along the northerly right-of-way of Briley Parkway, the northerly line of MTN Outparcel, Inc. property shown on Tax Map 51 as Parcel 155, and recorded in Deed Book 10681, page 424, in the Register's Office of Davidson County, Tennessee (R.O.D.C.T.), and the northerly line of Madison Realty L.L.C. property shown on Tax Map 51 as Parcel 180 and recorded in Deed Book 2000, page 79136 (R.O.D.C.T.) to a PK nail in asphalt;

2. Thence, North 01 deg. 37 min. 02 sec. East for a distance of205.81 feet along the easterly line of Madison Realty L.L.C. to a PK nail in Asphalt;

3. Thence, South 88 deg. 21 min. 27 sec. East for a distance of232.19 feet along the southerly line of Madison Realty L.L.C. to a PK nail in the westerly right-of-way of Gallatin Pike;

4. Thence, South 09 deg. 58 min. 59 sec. West for a distance of 186.51 feet along the westerly right- of-way of Gallatin Pike to an iron pin;

5. Thence, along a curve to the left having a radius of 3879.72 feet, an interior angle of00 deg. 19 min. 11 sec., an arc length of21.65 feet being subtended by a chord of South 09 deg. 49 min. 23 sec. West for a distance of 21.65 feet to the Point of Beginning.

Being the same property conveyed to NM&M, L.L.C., a Georgia limited liability company, by Special Warranty Deed from KTN Holdings, Inc., a Georgia corporation, of record as Instrument No. 200008070077971, re-recorded as Instrument No. 200010100100467 in the Register's Office for Davidson County, Tennessee.

Together with all rights and beneficial easements granted to said property by that certain Shopping Center Reciprocal Easement and Operation Agreement (Tennessee) dated November 7, 1997, by and among MTN Holdings, Inc. and KMart Corporation, of record in Book 10685, page 621, re-recorded in Book 11385, page 706, Register's Office for Davidson County, Tennessee, as amended by First Amendment to Shopping Center Reciprocal Easement and Operation Agreement (Tennessee) of record in Instrument No. 200008070077969, Register's Office for Davidson County, Tennessee; and further amended by Second Amendment to Shopping Center Reciprocal Easement and Operation Agreement (Tennessee) of record as Instrument No. 20020207-0017077, in said Register's Office.

For the same consideration, Grantor hereby conveys to Grantee, without any representation or warranty as to title, express or implied, Grantor' s interest, if any, in and to all plants, shrubbery, trees, timber, whether severed or not, mineral and air rights, and Grantor's interest, if any, in and to adjacent streets, alleys or rights-of-way pertaining to the land.

The conveyance of the above-described parcel of land is subject to the following:

1. Conditions and restrictions contained in Shopping Center Reciprocal Easement and Operation Agreement dated November 7, 1997, by and among MTN Holding, Inc., MTN Outparcel, Inc., and KMart Corporation, of record in Book 10685, page 621, re-recorded in Book 11385, page 706, Register's Office, as amended by First Amendment to Shopping Center Reciprocal Easement and Operation Agreement (Tennessee) of record as Instrument No. 20000807007969, Register's Office for Davidson County, Tennessee; and further amended by Second Amendment to Shopping Center Reciprocal Easement and Operation Agreement (Tennessee), of record as Instrument No. 20020207-0017077 in said Register's Office.
2. Reservations contained in Special Warranty Deed of record as Instrument No. 200008070077971 in the Register's Office for Davidson County, Tennessee, and re-recorded as Instrument No. 20001010-0100467 in said Register's Office.
3. Terms and conditions of Lease dated October 11, 2001, by and between NM & M, LLC, Lessor, and BP Products North America Inc., Lessee, evidenced by Memorandum of Lease of record as Instrument No. 20020207-0017078, corrected and re-recorded as Instrument No. 20020306-0028368, as amended by First Amendment of Lease and of Memorandum of Lease of record as Instrument No. 20030313-0033746 in the Register's Office for Davidson County, Tennessee.
4. Subject to any and all zoning regulations, building restrictions, setback lines, if any, and easements and rights of way for public utilities applicable to this property.

This property is also known as improved property located at 1516 Gallatin Pike, Madison, TN 37115.

THIS IS A CORRECTIVE AND CONFIRMATORY DEED GIVEN TO CORRECT THE GRANTEE'S FORMATION STATE ON THAT CERTAIN SPECIAL WARRANTY DEED DATED OCTOBER 28, 2003 BY AND AMONG NM&M, L.L.C., A GEORGIA LIMITED LIABILITY COMPANY AND NASH TN LLC, A DELAWARE LIMITED LIABILITY COMPANY, OF RECORD AS INSTRUMENT NO. 20031031-0160317 IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

TO HAVE AND TO HOLD *the said tract or parcel of land, with the appurtenance, estate, title and interest thereto belonging, to the Grantes their (successors), heirs and assigns forever we covenant that we are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered, except for those encumbrances set forth hereinafter.*

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Grantees, their (successors), heirs and assigns, against the lawful claims of all persons.

Whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.

Witness our hand this 4 day of December 2017.

NASH TN LLC, a DELAWARE LIMITED LIABILITY COMPANY

By: _____
David L. Gold, Manager

STATE OF NEW YORK)
COUNTY OF BRONX)

Personally appeared before me, Carmen N. Vega, a Commissioner of Deeds in and for said County and State aforesaid, personally appeared David L. Gold, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Manager of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand, at office, this 4 day of December, 2017.

_____
Commissioner of Deeds

My Commission Expires: January 1, 2019

CARMEN N. VEGA
Commissioner of Deeds, City of New York
No. 3-6263
Cert. Filed in Bronx County
Commission Expires on 1-01-20 19