TRUSTEE'S DEED	STATE OF TENNESSEE COUNTY OF DAVIDSON THE ACTUAL CONSIDERATION OR VALUE WHICHEVER IS GREATER FOR THIS TRANSFER IS $530,000.00. Michael B. Schwegler, Successor Trustee Affiant SWORN TO AND SUBSCRIBED BEFORE ME, THIS 1st DAY OF MAY, 2019. Notary Public MY COMMISSION EXPIRES: 1/6/2020 (AFFIX SEAL)

Karen Johnson Davidson County
Batch# 224794 DEEDTRS
05/02/2019 10:59:12 AM 5 pgs
Fees: $28.00 Taxes: $1,961.00
20190502-0040834

DENISE M. LAUMEYER STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires JAN. 6, 2020

THIS INSTRUMENT WAS PREPARED BY & RETURN TO:
MICHAEL B. SCHWEGLER, ESQ.
STITES & HARBISON PLLC
SUITE 800
400 COMMERCE STREET
NASHVILLE, TN 37219

ADDRESS NEW OWNER AS FOLLOWS	SEND TAX BILLS TO:	MAP-PARCEL NUMBER
West End 502, a Tennessee general partnership **110 31ST Avenue North** **Unit 502** **Nashville, Tennessee 37203**	**Same as Owner.**	104-02-4C-032.00 CO

SUCCESSOR TRUSTEE'S DEED

This Successor Trustee's Deed is made and entered into on this the 1st day of May, 2019, by Michael B. Schwegler, Successor Trustee ("Successor Trustee").

WHEREAS, by Deed of Trust (With Future Advance Clause) dated April 15, 2013, executed by Flex Yield Investments, LLC, a Delaware limited liability company ("Grantor") in favor of FirstBank ("Lender"), of record at Instrument Number 20130416-0037779, Davidson County, Tennessee, Register of Deed's Office ("Register's Office"), as may have been amended and restated from time to time, including by that certain Modification of Deed of Trust dated April 13, 2018, of record at Instrument Number 20180412-0034510, said Register's Office (collectively, the "Deed of Trust"), and said Deed of Trust having been assigned to 502, LLC ("Holder") by that Assignment of Deed of Trust, dated October 12, 2018, of record at Instrument Number 20181016-0102282, Register's Office, conveyed to Warranty Title Company, Trustee, the Property (as hereinafter defined) to secure the payment of certain indebtedness described in the Deed of Trust (the "Indebtedness"), which Indebtedness is presently held and owned by 502, LLC (the "Holder"); and

WHEREAS, the Indebtedness became overdue and unpaid, and other conditions of default occurred, by reason of which the Holder declared the Deed of Trust to be in default, and notice was given of such default to Grantor, in the manner required by the terms of the Deed of Trust; and

WHEREAS, Holder appointed Michael B. Schwegler to serve as Successor Trustee in place of Warranty Title Company, Trustee, by instrument of record as Instrument No. 20190308-0021637, Register's Office, in accordance with the terms of the Deed of Trust; and

WHEREAS, Holder directed the Successor Trustee to sell the Property (defined below) as provided in the Deed of Trust, and the Successor Trustee caused notice to be published in *The Ledger* that the Property (defined below) would be sold at 12:00 Noon prevailing **Central Time** on April 22, 2019, at the Public Square entrance of the Historic Metro Davidson County Courthouse, One Public Square, Nashville, TN 37201 (the "Foreclosure Notice"), such Foreclosure Notice appearing in said paper on March 29, 2019, April 5, 2019 and April 12, 2019; and

WHEREAS, the Successor Trustee further sent a copy of the Foreclosure Notice as required by applicable law; and

WHEREAS, the Successor Trustee appeared at the time and place specified in the Foreclosure Notice, and shortly after 12:00 noon prevailing Central time, offered the Property (defined below) for sale, and after opening the floor for competitive bids, sold the Property (defined below) to West End 502, a Tennessee general partnership in response to its bid at the price of Five Hundred Thirty Thousand and No/00 Dollars ($530,000.00), this being the highest, last and best bid.

NOW, THEREFORE, I, Michael B. Schwegler, Successor Trustee as aforesaid, in consideration of the premises and the sum of $530,000.00, by these presents do transfer and convey unto West End 502, a Tennessee general partnership, its successors and assigns (the "Grantee"), all of my right, title and interest in and to the following described real estate, together with any and all improvements now or hereafter erected on the property, if any, and all easements, rights, appurtenances, rents, royalties, mineral, oil, timber and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, if any, but no further or

otherwise, located in Davidson County, Tennessee (collectively, the "Property"), and more particularly described as follows, to wit:

> Land in Davidson County, Tennessee, being Unit 502, together with the appurtenant interest in the common elements of The West End, a condominium, a horizontal property regime established by Master Deed of record as Instrument No. 20080401-0032619, Register's Office for Davidson County, Tennessee, as amended by First Amendment to Master Deed Establishing The West End of record as Instrument No. 20080408-0035628, Register's Office for Davidson County, Tennessee, as further amended by Second Amendment to Master Deed Establishing The West End as Instrument No. 20090512-0043586, Register's Office for Davidson County, Tennessee, and as further amended by Amendment to Second Amendment to Master Deed Establishing The West End as Instrument No. 20090921-0087974, Register's Office for Davidson County, Tennessee, said Unit being depicted on the Condominium Plat attached as Exhibit "B" to the aforementioned Master Deed.
>
> Together with Parking Space Number 106, which are assigned as Limited Common Elements appurtenant to the above-described Unit, as set forth and defined in the Master Deed.
>
> Being the same property conveyed to Flex Yield Investments, LLC, a Delaware limited liability company by Quitclaim Deed from West End Partners, LLC, a Tennessee limited liability company, dated December 9, 2009, of record in Instrument No. 20120404-0028863, Register's Office for Davidson County, Tennessee.

The Property is improved property known as 110 31st Avenue North, Unit 502, Nashville, Tennessee 37203.

This conveyance is in bar of the statutory right and all appraisement, homestead exemption, and curtesy and dower rights and equitable and statutory rights of redemption and all other rights and exemptions which are expressly waived in the Deed of Trust.

Grantee hereunder accepts title to the Property and all improvements thereon in an **AS IS, WHERE IS** condition, and without representation or warranty from Successor Trustee as to any matter whatsoever, and by accepting this Successor Trustee's Trustee Deed, Grantee represents and warrants that it has conducted its own due diligence with regard to the Property and matters of title related to the Property, and represents and warrants that it has not relied on any statement or action made by Successor Trustee. Without limiting the foregoing, **SUCCESSOR TRUSTEE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ADDITIONALLY, SUCCESSOR TRUSTEE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES AS TO THE ABSENCE OR PRESENCE ON OR UNDER THE PROPERTY OF HAZARDOUS SUBSTANCES AS DEFINED BY ANY ENVIRONMENTAL LAWS, INCLUDING WITHOUT LIMITATION THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT ("CERCLA") OR SIMILAR FEDERAL AND STATE LEGISLATION (COLLECTIVELY, THE "ENVIRONMENTAL LAWS").** Grantee

accepts title to the Property subject to any problems arising in connection with the Property and/or the improvements located thereon, including without limitation problems arising out of or in connection with deterioration of any improvements thereon, violations of the Environmental Laws, and potential flood hazards. By accepting this Successor Trustee's Deed, Grantee agrees to indemnify and hold the Successor Trustee harmless from any and all costs, expenses, and liability, including without limitation attorney fees, arising out of or in connection with any of the foregoing.

This conveyance may be subject to easements, restrictions, liens, taxes, etc., including, but not limited to, the items set forth below, but only to the extent any of such matters take priority over the Deed of Trust. To the extent such matters do take priority over the Deed of Trust under applicable law, this conveyance is subject to them, and to the extent such matters do not, the Property does not remain subject to them:

1. Any and all unpaid *ad valorem* taxes payable to Davidson County, Tennessee (plus penalty and interest, if any) that may be a lien against the Property.

2. Master Deed of record as Instrument No. 20080401-0032619, amended as Instrument Nos. 20080408-0035628, 20090512-0043586 and 20090921-0087974, said Register's Office.

3. Storm Water Detention Agreement of record as Instrument No. 20051013-0123588, said Register's Office

4. Agreement for Dedication of Easement for Storm Drainage of record as Instrument No. 20051013- 0123589, said Register's Office

5. Application to combine parcels of record as Instrument No. 20051123-0141766, said Register's Office.

6. Grant of Easement of record in Instrument No. 20140328-0025603, said Register's Office.

This conveyance is further subject to any and all liens, defects, encumbrances, conveyances, adverse claims and other matters which take priority over the Deed of Trust pursuant to which this conveyance is made, any statutory rights of redemption not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal, which have not been waived by such governmental agency, and any and all matters that would be shown or revealed by an accurate survey of the Property.

WITNESS the signature of the Successor Trustee on this the day and date first above written.

MICHAEL B. SCHWEGLER,
SUCCESSOR TRUSTEE

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, Denise Laumeyer, a Notary Public of the State and County aforesaid, personally appeared Michael B. Schwegler, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Successor Trustee as set forth in this instrument, and that he as such Successor Trustee being authorized so to do, has executed the foregoing instrument for the purposes therein contained, by signing his name as Successor Trustee.

Witness my hand and seal, at office in Nashville, Tennessee, this 1st day of May, 2019.

Denise M. Laumeyer

Denise Laumeyer

Notary Public

My commission expires: 1/6/2020

(Affix visible seal)

