Karen Johnson Davidson County
Batch# 288656 DEEDWARRSP
09/19/2019 04:06:19 PM 6 pgs
Fees: $33.00 Taxes: $31,450.00
20190919-0095512

**This instrument prepared by and after recording return to:**

Thompson Burton PLLC
One Franklin Park
6100 Tower Circle, Suite 200
Franklin, Tennessee 37067
Attn: Walt Burton, Esq.

## SPECIAL WARRANTY DEED

| Address New Owner(s) as follows: | Send Tax Bills To: | Tax Map/Parcel IDs: |
|---|---|---|
| Silmar Investment Group, LLC<br>6930 Choctaw Road<br>College Grove, Tennessee 37046 | Silmar Investment Group, LLC<br>6930 Choctaw Road<br>College Grove, Tennessee 37046 | Parcel No. 118-03-0-055.00 |

FOR AND IN CONSIDERATION of the sum of Ten Dollars and No/100 ($10.00), cash in hand paid by the Grantee and other good and valuable consideration accepted as cash, the receipt and sufficiency of which are hereby acknowledged, **BRANSFORD HOUSE, LLC**, a Tennessee limited liability company (hereinafter referred to as "Grantor"), herein this day has bargained and sold, and does hereby transfer and convey, unto **SILMAR INVESTMENT GROUP LLC**, a Tennessee limited liability company (hereinafter referred to as "Grantee"; the terms "Grantor" and "Grantee" to include their respective heirs, legal representatives, successors and assigns where the context requires or permits), the following described real property, to wit:

> ALL THAT TRACT OR PARCEL of improved land lying and being in Davidson County, Tennessee, being more particularly described on **Exhibit "A"** attached hereto (the "Land"); TOGETHER WITH any and all improvements, appurtenances, rights, privileges and easements benefiting, belonging or pertaining to the Land, and any right, title and interest of Grantor in and to any land lying in the bed of any street, road or highway in front of or adjoining said Land, together with any strips or gores relating to the Land (the Land and the foregoing rights, easements and appurtenances being hereinafter collectively referred to as the "Property").

TO HAVE AND TO HOLD said Property, with the appurtenance, estate, title and interest thereto belonging, to the Grantee, its successors and assigns forever.

Grantor covenants that it is lawfully seized and possessed of said Property in FEE SIMPLE, has a good right to convey it, and that the same is unencumbered, except for those matters shown on **Exhibit "B"** attached hereto and incorporated herein by this reference (the "Permitted Exceptions").

Grantor further covenants and binds itself, its successors and assigns, to warrant and forever defend the title to said Property to said Grantee, its successors and assigns, against all persons claiming under Grantor, but no further or otherwise and subject, however, to the Permitted Exceptions.

[*Signatures Commence on Following Page*]

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on this 16th day of September, 2019.

**GRANTOR:**

**BRANSFORD HOUSE, LLC,**
a Tennessee limited liability company

By: _____
Name: Joan K. Raskin,
Its: Chief Manager

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, Joan K. Raskin, the Chief Manager of Bransford House, LLC, a Tennessee limited liability company, the within-named Grantor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he or she as Chief Manager executed the foregoing instrument for the purposes therein expressed and contained, by signing the name Joan K. Raskin, as such Chief Manager.

Witness my hand and official seal this 16th day of September, 2019.

My Commission Expires: _____

FALECHER OUTEN
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires JULY 9, 2022

_____
Notary Public

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

I hereby swear and affirm that the actual consideration for this transfer, or value of the property transferred, whichever is greater, is $8,500,000.00 which is equal to or greater than the amount the property transferred would command at a fair and voluntary sale.

Affiant

Sworn to and subscribed before me,
this 17th day of September, 2019.

NOTARY PUBLIC

My Commission Expires: 5/25/20



## Exhibit "A"

Legal Description of Property

Being a parcel of land in the First Civil District of Davidson County, Tennessee, located on Berry Road in the City of Berry Hill, and being more particularly described as follows:

Beginning at an iron pin in the northerly margin of Berry Road, said pin being the southwest corner of Fessey Court Subdivision of record in Plat Book 1835, page 72, Register's Office for Davidson County, Tennessee;

Thence, with the northerly margin of Berry Road South 72° 03' 00" West, 371.55 feet to an iron pin at the southeast corner of Ruthelia Lott Buchi of record in Deed Book 9071, page 650, Register's Office for Davidson County, Tennessee;

Thence, leaving said margin, with the East line of said Buchi, North 03° 15' 35" West, 87.31 feet to an iron pin;

Thence, with the southeasterly line of Ernest R. Buchi, of record in Deed Book 6076, page 356, Register's Office for Davidson County, Tennessee and Deed Book 4077, page 991, Register's Office for Davidson County, Tennessee, the following calls:

North 01° 46' 41" East, 167.06 feet to an iron pin;

North 36° 50' 51" East, 55.61 feet to an iron pin;

North 20° 45' 43" West, 13.35 feet to an iron pin;

North 68° 36' 49" East, 243.34 feet to an iron pin in the West line of Fessey Court Subdivision;

Thence, with said West line South 18° 57' 43" East, 301.73 feet to the point of beginning, containing 93,972 square feet or 2.16 acres, more or less.

Being the same property conveyed to Bransford House, LLC, a Tennessee limited liability company by deed from Edwin B. Raskin, Trustee, record in Book 9901, page 19, dated December 26, 1995, Register's Office for Davidson County, Tennessee.

As further described in that ALTA / ACSM Land Title Survey by J. Alan Cummings, TN RLS No. 2351 with Crawford & Cummings, P.C., dated March 18, 2015, last revised April 15, 2015, and designated as Job No. 15-027(A), as follows:

Land situated in the 17th Councilmanic District Davidson County Tennessee, on the north side of Berry Hill Road in the City of Berry Hill and being more particularly described as follows.

Beginning at an iron rod (old) in the northerly right of way margin of Berry Hill Road (R/W 50');

Thence, continuing with the said right of way margin of Berry Hill Road South 72°03'00" West a distance of 371.53' feet to a iron rod (old);

Thence, leaving Berry Hill Road and continuing with the easterly line of Erban Commercial Realty, L.P. recorded in Instrument No. 200002100013816 R.O.D.C., North 03°16'11" West a distance of 87.31' feet to an iron rod (old);

Thence, continuing with the line of Erban Commercial Realty, L.P. for the next four calls North 01°46'41" East a distance of 167.06' feet to an iron rod (old);

Thence, North 36°50'51" East a distance of 55.61' to an iron rod (old);

Thence, North 20°45'43" West a distance of 13.35' to an iron rod (old);

Thence, North 68°36'49" East a distance of 243.34' to an iron rod (old);

Thence, leaving the line of Erban Commercial Realty, L.P. and continuing with the southwesterly lines of Rita Dadosky recorded Instrument No. 20110216-0013338, Brad Jones recorded in Deed Book 10198 page 94, Erban Commercial Realty, L.P. recorded Instrument No. 200012220125676, and Gary L & Gary R Semanchik recorded Deed Book 4567, page 850 R.O.D.C. TN South 18°57'43" East a distance of 301.73' feet to an iron rod (old); which is the point of beginning, having an area of 93,972 square feet or 2.16 acres more or less.

**Exhibit "B"**

Permitted Exceptions

1. Taxes for the year 2019 and subsequent years, a lien not yet due and payable.

2. Easement for sanitary sewers and or storm drainage of record in Book 4438, page 841, Register's Office for Davidson County, Tennessee.

3. Terms, provisions, requirements, conditions, obligations, agreements, and stipulations contained in that certain unrecorded lease from Bransford House, LLC, Landlord to Mac-Gray Services, Inc., a Delaware corporation, as subordinated in all respects to the terms, conditions, lien operation and effect of the Multifamily Deed of Trust, Absolute Assignment of Leases and Rents and Security Agreement (Including Fixture Filing), by that certain Subordination, Non-Disturbance and Attornment Agreement dated May 21, 2015 between Magna Bank, as Lender, and Mac-Gray Services, Inc, as Tenant.