Karen Johnson Davidson County
Batch# 601684 DEEDWARRSP
03/29/2021 09:30:30 AM 6 pgs
Fees: $33.00 Taxes: $11,100.00
20210329-0040586

This instrument prepared by:
Truist Bank
303 Peachtree Street, NE, 9th Floor
Mail Code: GA-ATL-0643
Atlanta, Georgia 30308
Attn: Andy McRee, Legal Department

Name and Address of New Owner:	Send Tax Bills To:	Tax Map and Parcel No.:
SE Nashville Maxwell, LLC c/o GBT Realty Corporation 9010 Overlook Boulevard Brentwood, TN 37027	New Owner	083-05-0-156.00

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, **TRUIST BANK**, a North Carolina banking corporation, successor in interest to Third National Bank in Nashville ("**Grantor**"), does hereby bargain, sell, transfer and convey unto **SE NASHVILLE MAXWELL, LLC**, a Tennessee limited liability company ("**Grantee**"), the parcel or parcels of real estate situated in Davidson County, Tennessee and more particularly described on **Exhibit A**, including without limitation, all rights, easements and privileges appurtenant to said real estate, all buildings, structures, fixtures and other improvements (excluding without limitation the automated teller machine and any trade fixtures, security equipment, lighting, or signage used by the Seller in connection with its business operations at the Property) located on said real estate, and all of the Seller's interest, if any, in the land lying beneath the roads and rights-of-way adjoining the real estate (collectively, the "**Property**"):

PROVIDED THAT the Property is conveyed subject to the following condition, covenant, restriction and agreement, which shall run with the land and shall be binding upon and inure to the benefit of the Grantor and the Grantee:

For a period of fifteen (15) years after the date of this Deed, (i) the Property shall not be used for Financial Services Purposes (except by the Grantor) nor shall there be any signage, advertising or publication on the Property that relates to Financial Services Purposes (except by the Grantor). "**Financial Services Purposes**" shall be deemed to include any of the following: receiving deposits, making loans and mortgages generally to the public, payment processing, money transfer services, engaging in the sale of securities, wealth management, trust services, stock or mortgage

brokerage, or insurance products and services (whether commercial or personal and including bonds and other instruments of suretyship or security and related products and services), all whether done by a state bank, national bank, savings and loan association, credit union, financial institution, brokerage firm, insurance company, wealth advisor, or other entity, and specifically including through the use of an automated teller machine or similar device; provided, however, this restriction shall be inapplicable to (1) a company which directly issues or provides insurance (whether commercial or personal), bonds, or other instruments of suretyship or security and related products and services to the public, and (2) any real estate brokerage or title insurance company that only incidentally provides any of the above services.

By the Grantee's acceptance and execution of this Deed, the Grantee acknowledges and agrees that a breach of the foregoing condition shall cause the Grantor irreparable harm and the Grantor shall have the right, in addition to all other rights and remedies available to the Grantor as a result of such breach, to obtain injunctive or other relief for the enforcement thereof. The Grantee further agrees that the Grantee shall reimburse the Grantor upon demand for all reasonable attorneys' fees and other costs incurred by the Grantor in connection with the enforcement of the foregoing condition;

This conveyance is made subject to (i) the lien of real estate taxes for 2021, which are not yet due and payable, (ii) all applicable laws (including zoning, building ordinances and land use regulations), (iii) all easements, restrictions, covenants, agreements, conditions, or other matters of record, and (iv) all matters that may be revealed by a current and accurate survey or inspection of the property (collectively, the "**Permitted Exceptions**").

TO HAVE AND TO HOLD the same, together with all appurtenances, estate, title and interest belonging to Grantee, its heirs, successors and assigns, forever.

Grantor covenants that it has full power and lawful authority to sell and convey the Property and it will warrant and defend the title against the lawful claims of all persons claiming the same by, through or under Grantee (except for Permitted Exceptions), but not further or otherwise.

IN WITNESS WHEREOF, Grantor has executed this instrument as of the 23rd day of March, 2021.

JODY SUZZETT DELPRATT
Notary Public - State of Georgia
Douglas County
My Commission Expires Feb 26, 2023

TRUIST BANK, a North Carolina banking corporation

By: _____
Name: Alan McNabb
Title: Senior Vice President

STATE OF Georgia
COUNTY OF DeKalb

Before me, a Notary Public in and for the state and county aforesaid, personally appeared Alan McNabb, to me known (or proved to me on the basis of satisfactory evidence) to be the Senior Vice President of **TRUIST BANK**, a North Carolina banking corporation, the within named Grantor, who acknowledged that he/she executed the foregoing instrument for the purposes therein contained on behalf of said corporation.

WITNESS my hand at office this 4th day of March, 2021.

_____
Notary Public

My Commission Expires: Feb 26, 2023

STATE OF Tennessee
COUNTY OF Davidson

I, Geren Moor, Vice President of SE Properties 1, LLC, Sole Member as of **SE NASHVILLE MAXWELL, LLC**, a Tennessee limited liability company, the herein Grantee, hereby swear or affirm that, to the best of my knowledge, information and belief, the actual consideration for this transfer, or the value of the property transferred, whichever is greater, is $3,000,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale. In addition, I acknowledge and agree that the Property shall be subject to the foregoing restrictions and covenants.

Subscribed and sworn to before me this 11th day of March, 2021.

Notary Public

My Commission Expires: 5/9/23

JULIA FRANKS LOYD
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON

SE NASHVILLE MAXWELL, LLC, a Tennessee limited liability company

By:

Name: Geren Moor

Title: Vice President of SE Properties 1, LLC, Sole Member

EXHIBIT A

Description of the Property

LAND in Davidson County, Tennessee, being Lot No. 2, on the Plan of Resubdivision of the Third National Bank Property, as shown on plat of record in Plat Book 7900, page 538, in the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description of the property.

Being a portion of the same property conveyed to Third National Bank in Nashville, Tennessee, by deeds of record in Book 3401, Page 401 and Book 4298, Page 912, Register's Office for Davidson County, Tennessee. Third National Bank in Nashville, Tennessee, is now known as Truist Bank.

True Copy Certification

I, Melissa Foster, do hereby make oath that I am the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Signature

State of Tennessee

County of Davidson

Personally appeared before me, Brandy Gomaz, a notary public for this county and state, Melissa Foster, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

My Commission Expires: 7-5-21

Notary' Seal (if on paper)

