Karen Johnson Davidson County
Batch# 637788 DEEDWARRSP
05/17/2021 02:01:30 PM 4 pgs
Fees: $23.00 Taxes: $6,197.50
20210517-0066259

THIS INSTRUMENT PREPARED BY:
ATTORNEYS TITLE COMPANY, INC.
2927 Berry Hill Drive
Nashville, Tennessee 37204
28083-1B / Box #14

| ADDRESS NEW OWNER: | SEND TAX BILLS TO: | MAP-PARCEL NOS. |
|---|---|---|
| Tennessee Donuts Realty, LLC | New Owner | 092-16-0-374.00 |
| 45 Music Square West | | |
| Nashville, TN 37203 | | |

## SPECIAL WARRANTY DEED

For and in consideration of the sum of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, **45 MSW Partnership, a Tennessee general partnership** (hereinafter referred to as the "**Grantor**"), has bargained and sold, and by these presents does transfer and convey unto **Tennessee Donuts Realty, LLC, a Tennessee limited liability company** (hereinafter referred to as the "**Grantee**"), its successors and assigns, certain land in Davidson County, State of Tennessee, described as follows (the "Real Estate"):

> LAND in Davidson County, Tennessee, being Lot No. 90 on the Plan of O.B. Hayes Small Lots, of record in Book 1, Page 69, Chancery Court for Davidson County, to which Plan reference is hereby made for a more complete description.
>
> Being the same property conveyed to 45 MSW Partnership, a Tennessee general partnership by Deed dated March 10, 2016 from Whitehardt Properties, LLC, a Tennessee limited liability company, of record in Instrument No. 20160311-0023329, Register's Office for Davidson County, Tennessee.

**TO HAVE AND TO HOLD** the said Real Estate together with all the appurtenances and hereditaments thereunto belonging or in the anywise appertaining unto Grantee, its successors and assigns in fee simple forever. Grantor covenants that it is lawfully seized in fee and possessed of the Real Estate; that it has a good right to sell and convey the same; that the same is unencumbered, except for those liens, easements, encumbrances and exceptions listed in Exhibit A attached hereto and incorporated herein by reference; and Grantor does hereby covenant with Grantee that title to the Real Estate Grantor will warrant and forever defend against the lawful claims of all persons claiming by, through or under Grantor, but not further or otherwise.

**[Signatures appear on the following pages.]**

**IN WITNESS WHEREOF**, the Grantor has executed this instrument this 14 day of May, 2021.

45 MSW PARTNERSHIP,
a Tennessee general partnership

By: _____
Name: Brian Cummings
Its: Authorized Agent

**STATE OF TENNESSEE**
**COUNTY OF DAVIDSON**

Before me, the undersigned, a Notary Public, within and for the State and County aforesaid, personally appeared Brian Cummings, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Authorized Agent of 45 MSW Partnership, a Tennessee general partnership, and who further acknowledged that he, as such Authorized Agent, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing as Authorized Agent for the said general partnership

Witness my hand and official seal at Nashville, Tennessee, this 14 day of May 2021.

JOHN T. COOK STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY

_____
Notary Public
My Commission Expires: 12/14/24

**STATE OF TENNESSEE**
**COUNTY OF DAVIDSON**

The actual consideration or value, whichever is greater, ~~for this~~ transfer is $1,675,000.00.

_____
Affiant

Subscribed and sworn to before me this
14 day of May, 2021.

JOHN T. COOK STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY

_____
Notary Public
My Commission Expires: 12/14/24

## EXHIBIT A

### Permitted Encumbrances

1. Easements, or claims of easements, not shown by the public record, and other matters which would have been disclosed by a survey.

2. Taxes for the year 2021 and subsequent years, not yet due and payable. Map and Parcel 092-16-0-374.00. Current year taxes have been prorated as part of closing and assumed by the Grantee.

3. All matters as shown on the Plan of record in Book 1, Page 69, Chancery Court for Davidson County, Tennessee.

I, John T. Cook, do hereby make oath that I am a licensed attorney and 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.

John T. Cook

State of Tennessee
County of Davidson

Personally appeared before me, Katherine Goodson a notary public for this county and state, John T. Cook, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Katherine Goodson
Notary Public

My commission expires: Jan. 3, 2023

