This Instrument Prepared By:
Lillian Roe Gilmer, Esq.
Reno & Cavanaugh, PLLC
424 Church Street, Suite 2910
Nashville, TN 37219

Karen Johnson Davidson County
Batch# 822442 DEEDWARRSP
03/15/2022 10:27:30 AM 10 pgs
Fees: $53.00 Taxes: $71,225.00
20220315-0029944

SPECIAL WARRANTY DEED

Address of New Owner:	Send Tax Bills to:	Map Parcel No.
1600 Rosecrans Ave., Manhattan Beach, California 90266	1600 Rosecrans Ave., Manhattan Beach, California 90266	161-00-0136.00

For and in consideration of the sum of Ten and No/100 Dollars ($10.00), the receipt and sufficiency of which are hereby acknowledged, HICKORY FOREST II, L.P., a Tennessee limited partnership ("Grantor"), has bargained and sold, and by these presents does hereby transfer and convey unto HICKORY FOREST HOUSING I, LLC, a Tennessee limited liability company ("Grantee"), its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, containing acres more or less, more particularly described on Exhibit A attached hereto and incorporated herein by this reference, together with all improvements, buildings, and structures located thereon (the "Property");

The Property is improved property known as Hickory Forest Apartments, Nashville, Davidson County, Tennessee.

This conveyance is expressly made subject to those matters more specifically set forth on Exhibit B attached hereto and incorporated herein by this reference.

To have and to hold the Property with the appurtenances, estate, title and interest thereto belonging to Grantee, its successors and assigns in fee simple forever.

Grantor covenants and binds Grantor, its successors and assigns, to warrant and defend the title to the Property for Grantee, its successors and assigns, against the lawful claims of all persons whomsoever claiming title against all acts of the Grantor herein and no other (except claims arising from the matters set forth on Exhibit B), but not further or otherwise.

[SIGNATURE PAGES FOLLOW]

Witness my hand this day of February 22, 2022.

HICKORY FOREST II, L.P.,
a Tennessee limited partnership

By: Hickory Forest GP, LLC,
a Tennessee limited liability company, its General Partner

By: Phillip O. Lawson
Name: Phillip O. Lawson
Title: Authorized Signatory

STATE OF TN
COUNTY OF Knox

On the 28th day of February in the year 2022, before, me, the undersigned notary public, personally appeared **Phillip O. Lawson**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her capacity and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal at office this 28th day of February, 2022.

Larissa Horne
Notary Public

My Commission Expires: 11-27-22

LARISSA HORNE
STATE OF TENNESSEE NOTARY PUBLIC
KNOX COUNTY

202203150029944

STATE OF_____)

COUNTY OF_____)

I hereby swear or affirm that the actual consideration for this transfer or the value of the property transferred, whichever is greater, is $19,250,000.00. §67-4-409(a)(6)(A), TCA.

Richard Siebert

Affiant

SUBSCRIBED AND SWORN TO before me, this this day of _____ ____, 2022.

_____

Notary Public
My Commission Expires: SEE ATTACHED

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 28th day of February, 20 22, by Richard Siebert

_____,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

KIKUYE A. INOUYE
Notary Public - California
Los Angeles County
Commission # 2386671
My Comm. Expires Dec 13, 2025

(Seal) Signature kikuye a. Inouye

EXHIBIT A

Legal Description

BEING a parcel of land in the First Civil District of Nashville, Davidson County, Tennessee, located at the terminus of Ocala Drive west of Nolensville Road being Reserve Parcel "C", as shown on the Plan of Greenleaf Heights of record in Plat Book 5200, page 260, R.O.D.C. and being more particularly described as follows:

BEGINNING at a point in the terminus of Ocala Drive, said point being 1508 feet, more or less, west of the west margin of Nolensville Road being the southeast corner of herein described tract and in the north line of Resubdivision of Lot One, Hickory View Commercial Park of record in Plat Book 9700, page 981, R.O.D.C.;

THENCE, leaving Ocala Drive with the north line of said Hickory View Commercial Park, South 80 degrees, 43 minutes, 36 seconds West, 269.22 feet to an iron pin;

THENCE with the north line of Consolidation Plat, Hickory Point Subdivision of record in Instrument No. 200406100069045, R.O.D.C., South 80 degrees, 48 minutes 17 seconds West, 552.41 feet to an iron pin;

THENCE with the east line of Section 2, McMurray Woods of record in Plat Book 4660, page 43, R.O.D.C., North 08 degrees 08 minutes 27 seconds East, 191.19 feet to a concrete monument;

THENCE, with the east line of Section One, McMurray Woods of record in Plat Book 4675, page 6, R.O.D.C., North 6 degrees 18 minutes 40 seconds East, 300.31 feet to an iron pin;

THENCE with the south line of Greenleaf Heights, Phase II of record in Plat Book 6900, page 762, R.O.D.C. and Resubdivision of Reserve Parcel "B", Greenleaf Heights of record in Plat Book 5200, page 665, R.O.D.C., North 68 degrees 19 minutes 35 seconds East, 727.99 feet to an iron pin;

THENCE with the west line of Hickory Woods Apartments of record in Book 8306, page 727, R.O.D.C., South 18 degrees 20 minutes 59 seconds East, 119.94 feet to an iron pin;

THENCE South 27 degrees 31 minutes 14 seconds East, 252.96 feet to a point;

THENCE South 52 degrees 04 minutes 50 seconds West, 185.88 feet to an iron pin;

THENCE South 44 degrees 10 minutes 21 seconds East, 160.04 feet to a point in the north margin of Ocala Drive;

THENCE with said margin South 45 degrees 49 minutes 39 seconds West, 46.63 feet to a point;

THENCE with a curve concave to the south having a central angle of 40 degrees 43 minutes 48 seconds, a radius of 40.00 feet and a chord of South 24 degrees 48 minutes 29 seconds West, 27.84 feet for an arc length of 28.44 feet to the point of BEGINNING.

Being the same property conveyed to Hickory Forest II, L.P. a Tennessee limited partnership by Special Warranty Deed from Hickory Forest, LTD., a Tennessee limited partnership of record in Instrument No. 20061108-0139113, Register's Office for Davidson County, Tennessee, dated November 7, 2006 and recorded on November 8, 2006. (Value of consideration shown in aforementioned deed $3,700,000.00.)

Being the same property conveyed to Hickory Forest II, L.P. a Tennessee limited partnership by Quitclaim Deed from Hickory Forest LTD., a Tennessee limited partnership, of record in Instrument No. 20061108-0139114, Register's Office for Davidson County, Tennessee, dated November 7, 2006 and recorded on November 8, 2006. (Value of consideration shown in aforementioned deed $0.00.)

The following is for informational purposes only:

Property Address: 500 Ocala Drive Hickory Forest
Davidson County, TN

161-00-0136.00

EXHIBIT B

Permitted Exceptions

(i) General real estate taxes and special assessments related to the period after March 3, 2022, which are a lien but are not yet due and payable as of March 3, 2022;

(ii) rights of tenants under leases (as tenants only), subject to renewals, extensions and changes incurred in the ordinary course of Grantor's business, but without options or rights to purchase any Property, which leases shall be assigned to Grantee effective as of March 3, 2022;

(iii) the standard printed exceptions and exclusions from coverage contained in an ALTA form of owners title policy currently used in Tennessee;

(iv) any and all present and future laws, ordinances, resolutions, restrictions, regulations, requirements and orders of the United States of America, the State of Tennessee, the City of Nashville, and County of Davidson, and of all boards, bureaus, commissions, departments and bodies of any municipal, county, state or federal sovereign or other governmental authority now or hereafter having or acquiring jurisdiction of the Property or the use and improvement thereof (including without limitation, any and all of the foregoing related to environmental matters, hazardous materials, zoning, building and fire safety codes or real property taxes), but excluding any of the foregoing constituting liens or encumbrances;

(v) any violations of law, but for the avoidance of doubt, not any penalties, fines, interest or other monetary sums due and payable as of March 3, 2022, which shall be paid and discharged in full by Grantor as of March 3, 2022 subject to a $100,000.00 cap;

(vi) real estate taxes, assessments, water charges, sewer rents and other similar charges or impositions not yet due and payable;

(vii) any easement or right of use of record as of March 3, 2022 created in favor of any public utility company for electric, steam, gas, telephone, water, TV cable or other service and the right to install, use, maintain, repair and replace wiring, cables, terminal boxes, lines, service connections, poles, mains, facilities and the like upon, under and across the Property, including without limitation, any telecommunications or cable television agreement affecting the Property, and any party wall agreements, if any, provided that same do not materially and adversely affect the current use of the improvements located on the Property;

(viii) Minor variations between the record lot line of the Property and those shown on the tax map, provided that same do not materially and adversely affect the current use of the improvements located on the Property;

(ix) encroachments of fences, stoops, areas, trim, cornices and similar items upon other properties or upon any street or highway, and encroachments of the Property upon any other properties or upon any street or highway, provided that same do not adversely affect the current use of the improvements located on the Property;

(x) any mechanic's lien or other lien which is the obligation of a tenant under any lease to bond or remove of record;

(xi) security agreements and financing statements, if any, filed against or with respect to any personalty or fixtures which can be removed without material damage and which are owned or installed in the improvements located on the Property by or for any tenant;

(xii) any recorded regulatory agreements, recorded land use restriction agreements, and other recorded restrictive covenants encumbering the Property as of November 8, 2021 in connection with tax credits previously issued to Grantor or tax-exempt bonds previously issued to Grantor; any Housing Assistance Payment Contracts affecting or applicable to the Property as of November 8, 2021; and any use agreement or regulatory agreement encumbering the Property as of November 8, 2021;

(xiii) any matters that would be disclosed by a current ALTA survey, to the extent it does not materially affect the current use and operation of the Property; and

(xiv) all service contracts, equipment leases, leases or other agreements relating to the operation and maintenance of the Property; and

(xv) the specific exceptions in the title commitment approved by Grantee.

Certificate of Authenticity

I, Nancy Georgiou, on March 3, 2022, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document of the Deed of Trust for Parcel No. 161-00--0136.00 is a true and exact copy of the original document executed and authenticated according to law on July 1, 2021.

Nancy Georgiou

Name: Nancy Georgiou

Title: Closing Coordinator

STATE OF New York

COUNTY OF New York

Sworn to and subscribed before me on March 3rd, 2022

Nancy P. Quinn

Notary Public: Nancy P. Quinn

My Commission Expires:

Nancy P. Quinn
Notary Public, State of New York
NO. 31-4802080
Qualified in New York County
Commission Expires

10-5-2022