Karen Johnson Davidson County
Batch# 847894 DEEDWARRSP
04/29/2022 08:33:30 AM 6 pgs
Fees: $33.00 Taxes: $3,145.00
20220429-0049520

SPECIAL WARRANTY DEED

For and in consideration of the sum of One ($1.00) Dollar, cash in hand paid, together with other good and valuable consideration not herein mentioned, receipt of all of which is hereby acknowledged, **Mt. View Marketplace, LLC, a Tennessee limited liability company, ("Grantor"),** has this day bargained and sold and by these presents does hereby bargain, sell, transfer, and convey unto **Antioch Investment Group, LLC, a Delaware limited liability company,** its successors and assigns, **("Grantee"),** the following described tract of land, lying and being in **Antioch, Davidson County, Tennessee,** described as follows:

Tax Parcel Number: 164-00-0-314.00

See Exhibit "A" attached hereto and incorporated herein by reference thereto, ("Property").

Being the same property as described in the instrument of record at Instrument No. 20181218-0122750, Register's Office, Davidson County, Tennessee.

Grantor hereby further sells, transfers and conveys to Grantee, its successors and assigns, all rights, easements, privileges, rights of way and appurtenances appertaining or in anywise instant to the property herein conveyed.

Grantor, Mt. View Marketplace, LLC, its successors and assigns, however, reserve unto themselves a right of first refusal as to the Property and appurtenances described above, whereby Grantor shall have a right of first refusal as to the first bona fide written offer of purchase and sale for the Property, the terms and provisions of which being as follows: within three (3) business days of receipt by Grantee of a bona fide written offer to purchase the Property from Grantee, the Grantee shall deliver the offer to Grantor, its successor or assign, by written notice with reference to this deed provision, said delivery to be made by overnight courier, and, upon receipt of which by Grantor, its successor or assign, the recipient shall have ten (10) business days to deliver to Grantee, by overnight courier, written notice of its intention to exercise its right of first refusal, and, if so exercised within a timely manner, Grantor, its successor or assign, shall close and purchase the Property with Antioch Investment Group, LLC, under the terms of the original bona fide written offer, with the effective date of acceptance of the offer being the delivery date of the notice of intention to exercise the right of first refusal. If the right of first of refusal is not timely exercised, or notice is given by Grantor, its successors and assigns, waiving or declining its right of first of refusal described herein, Antioch Investment Group, LLC, may accept or reject the original bona fide offer, and this right of first refusal shall terminate and be of no further force and effect.

TO HAVE AND TO HOLD the real property, with the appurtenances, estate, title and interest thereto belonging to said Grantee, its successors and assigns, forever. Grantor covenants that it is lawfully seized and possessed of said property in fee simple subject only to those matters set forth herein on **Exhibit "B"** attached hereto and incorporated herein by reference thereto, **("Permitted Exceptions");** has a good and lawful right to convey the same; and that it is free and unencumbered subject to the matters set forth herein and on **Exhibit "B".**

This instrument prepared by:
LOONEY, LOONEY & CHADWELL, PLLC
156 Rector Avenue, Crossville, Tennessee 38555

AND GRANTOR WILL WARRANT and forever defend the title to said land unto Grantee against the lawful claims of all persons claiming by, through or under Grantor but no further or otherwise.

EXECUTED this 21st day of April, 2022.

Mt. View Marketplace, LLC, a Tennessee limited liability company

By: _____

Its: Treasurer

State of Tennessee)

County of Williamson)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared Seth Chadwell, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Treasurer of **Mt. View Marketplace, LLC, a Tennessee limited liability company,** and that he as such Treasurer, executed the foregoing instrument for the purposes therein contained by signing the name of the ~~corporation~~ limited liability company by himself as such Treasurer.

WITNESS my hand and seal this 21st day of April, 2022.

BRANDY GOMAZ
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

_____
NOTARY PUBLIC

My commission expires: 5-5-25

The name and address of a property owner is:

Antioch Investment Group, LLC
c/o Spiro Angelos
11900 Freeman Road
Huntley, IL 60142

The name and address of the person or entity responsible for payment of real property taxes is:

SAME

This instrument was prepared at the specific request of the parties, based upon information supplied by one or more of the parties to this instrument. The preparer makes no representations or warranties as to the status of the title to the property. The parties to this instrument have not sought or obtained from the preparer any advice regarding the possible tax consequences, if any, of this transaction and no such advice has been furnished by the preparer.

EXHIBIT "A"

Legal Description

Land in Davidson County, Tennessee, being Lot(s) No. 3 as shown on the map entitled Final Plat of Mt. View Marketplace, of record as Instrument No. 20081016-0104155, Register's Office for Davidson County, Tennessee, as amended by Revision to the Final Plat of Mt. View Marketplace of record as Instrument No. 20090407-0031620, said Register's Office, to which plan reference is hereby made for a more complete and accurate legal description.

Together with the beneficial rights to a 40' cross access easement as shown on the plat of record as Instrument No. 20081016-0104155, said Register's Office.

Together with the beneficial rights to various appurtenant easements set forth in the declaration of record as Instrument No. 20090617-0056176, said Register's Office.

EXHIBIT "B"

Permitted Exceptions

1. Taxes and assessments for the year 2022 and subsequent years, not yet due and payable.

2. Any matters which an accurate and complete survey of the Real Estate would disclose.

3. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping of improvements.

4. All matters as set forth per plat of record in Instrument 20081016-0104155, as amended in Instrument 20090407-0031620, Register's Office for Davidson County, Tennessee.

5. Declaration of Restrictions, Covenants and Conditions and Grant of Easements of record in Instrument 20090617-0056176, Register's Office for Davidson County, Tennessee.

6. Declaration of Restrictive Covenants of record in Instrument 20090617-0056178, Register's Office for Davidson County, Tennessee.

7. Access Easement Agreement of record in Instrument 20071221-0146599, as amended and restated of record in Instrument 20090617-0056173.

8. Inspection and Maintenance Agreement for Private Stormwater Management Facilities of record in Instrument 20080602-0055520, Register's Office for Davidson County, Tennessee.

9. Agreement for Dedication of Easements for Sanitary Sewer of record in Instrument 20161205-0127507, Register's Office for Davidson County, Tennessee.

10. Agreements for Dedication of Easements for Sanitary Sewer and/or Storm Drainage, Water Main, Pumps and Appurtenances of record in Instrument 20080602-0055565 and Instrument 20090930-0090728, Register's Office for Davidson County, Tennessee.

11. Conveyance for Easement of record in Instrument 20090518-0045431, Register's Office for Davidson County, Tennessee.

12. Memorandum of Lease of record at Instrument No. 20070622-0074844, and amended as Instrument No. 20080929-0098615, Instrument No. 20090617-0056175, and Instrument No. 20090901-0082076, Register's Office for Davidson County, Tennessee.

AFFIDAVIT OF CONSIDERATION

State of Tennessee)

County of Williamson)

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $ 850,000.00, which amount is equal to or greater than the amount which property transferred would command at a fair, voluntary sale.

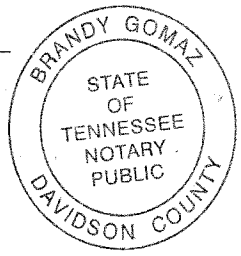


Affiant

Subscribed and sworn to before me this 21st day of April, 2022.

Brandy Gomaz
NOTARY PUBLIC

My commission expires: 5-5-25



Tennessee Certification of Electronic Document

I, Al Frazier, do hereby make oath that I am a licensed attorney and/or custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on April 21, 2022 (date of document).

Affiant Signature

April 21, 2022

Date

State of Tennessee

County of Williamson

Sworn to and subscribed before me this 21st day of April, 2022.

Notary's Signature

My Commission Expires: 5-5-25

BRANDY GOMAZ
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

202204290049520