THIS INSTRUMENT PREPARED BY:
Phillip F. Head, Esq.
Waller Lansden Dortch & Davis, LLP
511 Union Street, Suite 2700
Nashville, TN 37219

Karen Johnson Davidson County
Batch# 905595 DEEDWARRSP
08/19/2022 02:07:30 PM 7 pgs
Fees: $38.00 Taxes: $97,310.00
20220819-0094103

A. Address new owner(s):	*Send tax bills to:*	*Map/parcel number(s);*
c/o Carter-Haston Holdings, L.L.C. 3301 West End Avenue, Suite 200, Nashville, Tennessee 37203	Same	104-080-235.00

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars ($10.00), cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SP/LLC NOTE 16 L.L.C., a Delaware limited liability company (the "**Grantor**"), has bargained and sold, and hereby transfers and conveys to NOTE 16 NASHVILLE SPE, L.L.C, a Delaware limited liability company, its successors and assigns (the "**Grantee**"), certain real property in Davidson County, Tennessee, more particularly described as follows:

See attached Exhibit A.

BEING THE SAME property conveyed to SP/LLU Note 16 LLC, a Delaware limited liability company, by Special Warranty Deed from LLU Tennessee Multifamily Properties, LLC, a Tennessee limited liability company, of record in Instrument No. 20160414-0035934 Register's Office for Davidson County, Tennessee, dated April 14, 2016 and recorded on April 14, 2016.

TO HAVE AND TO HOLD said Property, together with the appurtenances, hereditaments, estate, title, and interest thereto belonging, to Grantee, its successors and assigns, in fee simple, forever.

This is improved property known as 1520 Horton Ave., Nashville, TN 37212.

Said property is conveyed subject to the following matters (the "**Permitted Exceptions**"):

See attached Exhibit B.

Grantor covenants with Grantee that Grantor is lawfully seized and possessed of the property in fee simple and Grantor has a good right to convey the property.

Grantor covenants with Grantee that Grantor has not made, done, executed, allowed or suffered any act, instrument or thing whatsoever whereby said property, or any part thereof, now or at any time hereafter shall be encumbered in any manner whatsoever, except for the Permitted Encumbrances.

Grantor covenants and binds itself and its successors and assigns to warrant specially and defend to Grantee forever the title to said property against the lawful claims of all persons claiming through or under Grantor, but no further or otherwise, subject to the Permitted Exceptions.

[Signature Pages Follows]

IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument or has caused same to be executed effective as of August 18, 2022.

GRANTOR:

SP/LLU NOTE 16 LLC, a Delaware limited liability company

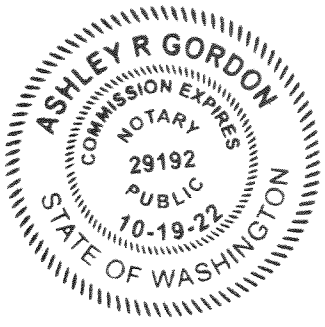
By: _____
Name: Robert M. Krokower
Its: Treasurer

STATE OF WASHINGTON)

COUNTY OF KING)

I certify that I know or have satisfactory evidence that Robert M. Krokower is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Treasurer of SP/LLU Note 16 LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: August 9, 2022



Ashley R. Gordon
Ashley R. Gordon
(printed name of notary)
NOTARY PUBLIC in and for the State of Washington, residing at Seattle
My appointment expires 10-19-2022

STATE OF WA }
COUNTY OF KING }

The actual consideration for this transfer or value of property transferred (whichever is greater) is $26,300,000.00.

Affiant

Sworn to and subscribed before me this 16 day of August, 2022.

Notary Public

My Commission Expires: November 11, 2025

NATALIE HENDERSON
NOTARY PUBLIC #22005455
STATE OF WASHINGTON
COMMISSION EXPIRES
NOVEMBER 11, 2025

4873-3714-5901.2

EXHIBIT A

Description of the Land

Being a tract of land lying in Nashville, Davidson County, Tennessee, also being Lot 1 of the Consolidation Plat of Part of Lot 36, W.B. Hayes Plan, as of record in Instrument Number: 20111209-0096242, at the Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

Beginning at an iron rod set at the intersection of the northerly right-of-way line of Horton Avenue, 50 feet in width, and with the easterly right-of-way line of 16th Avenue South 70 feet in width;

Thence leaving the northerly right-of-way line of Horton Avenue, with the easterly right-of-way line of 16th Avenue South, with a curve to the right, along an arc length of 23.94 feet, the central angle of which is 91 degrees 26 minutes 13 seconds the radius of which is 15.00 feet, the chord of which is North 36 degrees 11 minutes 20 seconds West, 21.48 feet to an iron rod set;

Thence North 09 degrees 31 minutes 46 seconds East, 203.05 feet to an existing iron rod, at a corner common with the property of Ted Welch, as of record in Deed Book 6403, page 714, at the Register's Office for Davidson County, Tennessee;

Thence leaving the easterly right-of-way line of 16th Avenue South, with the southerly property line of Ted Welch, South 82 degrees 03 minutes 44 seconds East, 142.50 feet to an iron rod set in the westerly right-of-way line of Alley Number 438;

Thence with the westerly right-of-way line of Alley Number 438, South 09 degrees 31 minutes 46 seconds West, 218.82 feet to an iron rod set in the northerly right-of-way line of Horton Avenue;

Thence leaving the westerly right-of-way line of Alley Number 438 with the northerly right-of-way line of Horton Avenue, North 81 degrees 54 minutes 27 seconds West, 127.11 feet to the point of beginning.

Being the same property conveyed to SP/LLU Note 16 LLC, a Delaware limited liability company, by Special Warranty Deed from LLU Tennessee Multifamily Properties, LLC, a Tennessee limited liability company, of record in Instrument No. 20160414-0035934 Register's Office for Davidson County, Tennessee, dated April 14, 2016 and recorded on April 14, 2016.

EXHIBIT B

Permitted Exceptions

1. Rights of tenants in possession as of the date hereof, as tenants only, under prior unrecorded residential leases without options to purchase or rights of first refusal.

2. Real estate taxes for the year 2022, a lien not yet due and payable.

3. Subject to all matters shown on the Plan of record as Instrument Number 20111209-0096242, Register's Office of Davidson County, Tennessee.

4. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Declaration of Restrictive Covenants of record in Instrument No. 20070712-0083264, as amended in Instrument No. 20111122-0091459, Register's Office for Davidson County, Tennessee.

5. Inspection and Maintenance Agreement for Private Stormwater Management Facilities of record in Instrument Number 20111205-0094336, in the Register's Office for Davidson County, Tennessee

6. Grant of Easement of record in Instrument Number 20130517-0050055, in the Register's Office for Davidson County, Tennessee.

7. All matters shown on that certain ALTA Survey dated August 11, 2022, by Ben J. Hron of Blew & Associates, P.A., and coordinated by Pixis, LLC, Job No. 22-06-028-002.

Tennessee Certification of Electronic Document

I, Patrick S. Bennett, 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 is a true and exact copy of the original document executed and authenticated according to law on 08/18/2022 (date of document).

Affiant Signature

08/18/2022
Date

State of Tennessee

County of Williamson

Sworn to and subscribed before me this 18th day of August, 2022.

Notary's Signature

MY COMMISSION EXPIRES: 2-24-2025

NOTARY'S SEAL

BRINA MATHIS
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY