This instrument prepared by:
Elizabeth J. Dolinger., Esq.
Katten Muchin Rosenman LLP
550 S. Tryon St., Suite 2900
Charlotte, NC 28202-4213

Return after recording to:
Debbie Stewart
First American Title Insurance Co
201 S. College St., Suite 1440
Charlotte, NC 28244

Name and Address of Property Owner:

Cromwell Real Estate I, LLC
2125 Belcourt Avenue
Nashville, TN 37212

Send Tax Bills To:

Cromwell Real Estate I, LLC
2125 Belcourt Avenue
Nashville, TN 37212

Tax Map and Parcel Number:

TIN: 061-15-0-325.00

Karen Johnson Davidson County
Batch# 968290 DEEDWARRSP
02/07/2023 10:23:30 AM 9 pgs
Fees: $48.00 Taxes: $3,700.00
20230207-0008794

SPECIAL WARRANTY DEED

For and in Consideration of the sum of $10.00 cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, BANK OF AMERICA, NATIONAL ASSOCIATION, a national banking association, successor by name change to NATIONSBANK, NATIONAL ASSOCIATION, successor by merger to NATIONSBANK OF TENNESSEE, NATIONAL ASSOCIATION, successor by conversion to NATIONSBANK OF TENNESSEE, successor by name change to SOVRAN BANK/TENNESSEE, successor by name change to SOVRAN BANK/CENTRAL SOUTH, successor by name change to COMMERCE UNION BANK, hereinafter called the GRANTOR, have bargained and sold, and by these presents do transfer and convey unto CROMWELL REAL ESTATE I, LLC, a Tennessee limited liability company, hereinafter called the GRANTEE, its successors and assigns, certain tracts or parcels of land (the "Property") in Davidson County, Tennessee, described on EXHIBIT A – LEGAL DESCRIPTION, attached hereto and incorporated herein by this reference.

This is improved (X) unimproved ( ) property, known as 3800 Gallatin Pike, Nashville, TN 37216.

Grantor acquired the Property by Deed as Instrument Nos. C70112 and C70113 in the Davidson County, Tennessee Registry of Deeds. A copy of Assistant Secretary's Certificate of Bank of America, National Association, showing Grantor's merger and acquisition history, is attached hereto as EXHIBIT C.

TO HAVE AND TO HOLD the said tracts or parcels of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, its successors and assigns, forever. We do covenant with said GRANTEE that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, unless otherwise set out herein as to those matters listed on EXHIBIT B – PERMITTED ENCUMBRANCES attached hereto and incorporated herein by this reference. We do further covenant and bind ourselves, our successors and assigns, to warrant and forever defend the title to the said land to the GRANTEE, its successors and assigns, against the lawful claims of all persons claiming by, through, or under us, but no further or otherwise. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY (OTHER THAN WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN). EXCEPT AS OTHERWISE PROVIDED HEREIN, GRANTEE EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS," AND GRANTOR EXPRESSLY DISCLAIMS, AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES, OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED, (EXCEPT AS TO TITLE AS HEREIN PROVIDED AND LIMITED) CONCERNING THE PROPERTY INCLUDING WITHOUT LIMITATION: (i) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY; (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO ANY SUCH IMPROVEMENTS; (iii) THE MANNER OF REPAIR, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS; (iv) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE OR ANYONE ELSE MAY CONDUCT THEREON; (v) THE ENVIRONMENTAL CONDITION OF THE PROPERTY; AND (vi) THE COMPLIANCE OF THE PROPERTY WITH APPLICABLE LAWS AND REGULATIONS.

Grantor warrants and represents that all ad valorem taxes and assessments for the Property for the year 2021 and all prior years have been fully paid. Subject to the foregoing, such taxes and assessments for the years 2022 and 2023 have been addressed by separate agreement between the parties hereto as of the effective date of this Deed.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed this 30th day of January, 2023, to be effective as of February 6, 2023.

GRANTOR:

BANK OF AMERICA, NATIONAL ASSOCIATION, a national banking association

By: _____ 1/30/2023
Name: Kathleen M. Luongo
Title: Vice President

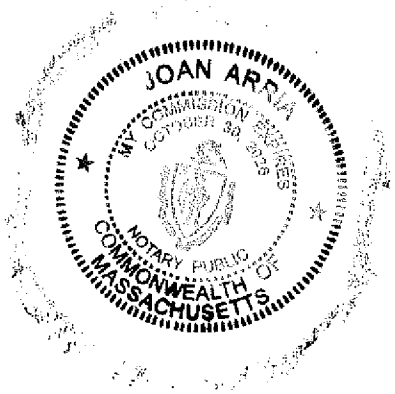
COMMONWEALTH OF MASSACHUSETTS)
) SS.
COUNTY OF MIDDLESEX)

On this 30th day of January, 2023, before me, a Notary Public in and for said County and Commonwealth, personally appeared Kathleen M. Luongo, to me personally known, who, being by me duly sworn, did say that she is the Vice President of Bank of America, National Association, a national banking association, and that said instrument was signed in behalf of said national banking association by authority of its board of directors, and said person acknowledged said instrument to be the free act and deed of said national banking association.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.

_____
Notary Public Joan Arria
Commissioned in Middlesex County
State of Massachusetts

My Commission Expires:
10/30/2026



Inglewood TN1-913

STATE OF North Carolina
COUNTY OF Mecklenburg

The actual consideration for this transfer or the value of the property, whichever is greater, is $1,000,000.00.

Alicia Otten
AFFIANT

NAME: Alicia Otten
TITLE: Escrow Agent

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 6th DAY OF February 2023.

Deborah B. Stewart
NOTARY PUBLIC
NAME: Deborah B. Stewart

My Commission expires: 5/27/25

Deborah B. Stewart
Notary Public
Gaston County
North Carolina
My Commission Expires 5/27/2025

Inglewood TN1-913

EXHIBIT A

LEGAL DESCRIPTION

Being that property situated in the City of Nashville, County of Davidson, State of Tennessee, described as follows:

Tract 1:

Being Lot No. 297 and the Northerly 10 feet of Lot No. 296 on the Map of Inglewood Place, of record in Book 332, Page 101, Register's Office for Davidson County, Tennessee.

Said Lot No. 297 and the Northerly 10 feet of Lot No. 296 lie adjoin and front together 120 feet on the Easterly side of Gallatin Pike or the Right-of-Way of the Nashville and Gallatin Interurban Railway and run back between parallel lines 214.5 feet to a dead line.

Being the same property conveyed to Commerce Union Bank by deed from Irma Waller Nickens and husband, Charles A. Nickens of record in Book 4849, Page 961, Register's Office for Davidson County, Tennessee.

Tract 2:

Land in Davidson County, Tennessee, being the Southerly 100 feet of Lot No. 296 on the Map of Inglewood Place, of record in Book 332, Page 101, Register's Office for said County.

Said Part of Lot No. 296 fronts 100 feet on the Easterly side of Gallatin Pike and runs back between parallel lines with the Northerly margin of Stratford Avenue 214.5 feet to a dead line.

Being the same property conveyed to Commerce Union Bank by deed from Victor E. Cooley and wife, LaNelle M. Cooley and Edward C. Galloway and wife, Ruth V. Galloway of record in Book 4849, Page 959, Register's Office for Davidson County, Tennessee.

Address: 3800 Gallatin Pike, Nashville, TN 37216
Davidson County Tax Parcel No: 061-15-0-325.00

EXHIBIT B

PERMITTED EXCEPTIONS

1. Rights of parties in possession, if any.

2. Governmental rights of police power or eminent domain unless notice of the exercise of such rights appears in the public records as of the date hereof; and the consequences of any law, ordinance or governmental regulation including, but not limited to, building and zoning ordinances.

3. Defects, liens, encumbrances, adverse claims or other matters (a) not known to the Grantor and not shown by the public records but known to the Grantee as of the date hereof and not disclosed in writing by the Grantee to the Grantor prior to the date hereof; (b) resulting in no loss or damage to the Grantee; or (c) attaching or created subsequent to the date hereof.

4. Visible and apparent easements and all underground easements, the existence of which may arise by unrecorded grant or by use.

5. Any and all unrecorded leases, if any, and rights of parties therein.

6. Taxes and assessments for the year of closing and subsequent years.

7. All judgments, liens (excluding construction liens), assessments, code enforcement liens, encumbrances, declarations, mineral reservations, covenants, restrictions, reservations, easements, agreements and any other matters as shown on the public records.

8. Any state of facts which an accurate survey or inspection of the Property would reveal, including inland/tidal wetlands designation if applicable.

9. Any liens for municipal betterments assessed after the date of the within Deed and/or orders for which assessments may be made after the date of the within Deed.

10. No insurance is afforded as to the acreage or square footage contained in the Land.

11. All matters shown on plat(s) of record in Book 332, Page 101, in the Register's Office of Davidson County, Tennessee.

12. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage from Irma Waller Nickens to Metropolitan Government of Nashville and Davidson County, Tennessee, its successors and assigns forever, of record in Book 4277, Page 843, in the Register's Office of Davidson County, Tennessee. (Tract One)

13. Terms and provisions of Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage, by and between Nina S. Pafford and Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Book 4277, Page 840, in the Register's Office of Davidson County, Tennessee. (Tract Two)

14. Without limiting the foregoing, all covenants, conditions, restrictions and other matters of record recorded or filed in the applicable records of Davidson County, Tennessee, with respect to the real property conveyed hereby.

EXHIBIT C

ASSISTANT SECRETARY'S CERTIFICATE
OF
BANK OF AMERICA, NATIONAL ASSOCIATION

The undersigned, Victoria Townley, an Assistant Secretary of Bank of America, National Association (the "Association"), a national banking association organized and existing under the laws of the United States of America and having its principal place of business in the City of Charlotte, County of Mecklenburg, State of North Carolina, does hereby certify that:

1. Effective November 9, 1987, **Commerce Union Bank**, Nashville, Tennessee changed its name to **Sovran Bank/Central South.**

2. Effective January 2, 1991, **Sovran Bank/Central South** changed its name to **Sovran Bank/Tennessee.**

3. Effective January 1, 1992, **Sovran Bank/Tennessee** changed its name to **NationsBank of Tennessee.**

4. Effective January 1, 1993, **NationsBank of Tennessee** converted to a national bank and changed its name to **NationsBank of Tennessee, National Association**, Nashville, Tennessee, Charter Number 22567.

5. Effective November 12, 1998, **NationsBank of Tennessee, National Association**, Nashville, Tennessee, Charter Number 22567, merged into and under the charter and title of **NationsBank, National Association**, Charlotte, North Carolina, Charter Number 14448.

6. Effective July 5, 1999, **NationsBank, National Association** changed its name to **Bank of America, National Association.**

7. Effective July 23, 1999, **Bank of America, National Association**, Charlotte, North Carolina, Charter Number 14448, merged into and under the charter **of Bank of America, National Trust and Savings Association**, San Francisco, California, Charter Number 13044, with the resulting bank title of **Bank of America, National Association**, Charlotte, North Carolina, Charter Number 13044.

AS A CERTIFICATION TO THE MATTERS SET FORTH HEREIN, I have hereupon set my hand and affixed the seal of said Association this 11th day of May, 2022.

(SEAL)

BANK OF AMERICA CORPORATE SEAL NATIONAL ASSOCIATION

Victoria Townley, Assistant Secretary

Tennessee Certification of Electronic Document

I, Alicia Otten, 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 01/30/2023 (date of document).

Alicia Otten
Affiant Signature

2/6/2023
Date

State of North Carolina

County of Mecklenburg

Sworn to and subscribed before me this 6th day of February, 2023.

Deborah B. Stewart
Notary's Signature

MY COMMISSION EXPIRES: 5/27/25

NOTARY'S SEAL

Deborah B. Stewart
Notary Public
Gaston County
North Carolina
My Commission Expires 5/27/2025