Karen Johnson Davidson County
Batch# 1084449 DEEDWARRSP
12/20/2023 02:37:30 PM 6 pgs
Fees: $33.00 Taxes: $10,397.00
20231220-0098236

ADDRESS NEW OWNER:	MAP/PARCEL	SEND TAX BILLS TO:
c/o Magnolia Investment Partners, LLC 10 Burton Hills Boulevard, Suite 220 Nashville, Tennessee 37215	117-14-0-128.00	Same as New Owner
This instrument prepared by and when recorded return to: Bradley Arant Boult Cummings LLP (BRS) 1221 Broadway, Suite 2400, Nashville, Tennessee 37203		

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made and entered into as of the 20th day of December, 2023 by and between **MARTIN B. SHUSTER AND/OR LAURA S. SHUSTER, TRUSTEES OF THE MARTIN & LAURA SHUSTER LIVING TRUST DATED APRIL 30, 2015** ("***Grantor***") and **MAGNOLIA BANDYWOOD L.P.**, a Tennessee limited partnership ("***Grantee***"), Grantee's representatives, successors and assigns, regarding certain land in Davidson County, State of Tennessee, being more particularly described in **Exhibit A**, which is attached hereto and incorporated herein by this reference (the "***Property***").

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to those Permitted Encumbrances set forth on Exhibit B, attached hereto and incorporated herein by reference (the "***Permitted Encumbrances***").

This is improved property located at 2213 Bandywood Drive, Nashville, Davidson County, Tennessee.

TO HAVE AND TO HOLD the Property with all appurtenances, estate, title, and interest thereto belonging to the Grantee, Grantee's successors and assigns, forever.

Grantor covenants and binds itself and its successors and assigns, to warrant and forever defend the title to the Property to the Grantee, Grantee's representatives, successors and assigns against the lawful claims of all persons whomsoever claiming by, through or under Grantor, but not otherwise, except (i) claims arising under or by virtue of the Permitted Encumbrances, and (ii) Grantor makes no warranty as to the amount of acreage in the Property.

STATE OF TENNESSEE
COUNTY OF Williamson

The actual consideration or value, whichever is greater, for this transfer is $2,810,000.00.

Affiant

Subscribed and sworn to before me this 20 day of December, 2023.

BRANDY GOWAN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

Notary Public
My Commission Expires: 5-5-25

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed this 20 day of December, 2023.

GRANTOR:

MARTIN B. SHUSTER AND/OR LAURA S. SHUSTER, TRUSTEES OF THE MARTIN & LAURA SHUSTER LIVING TRUST DATED APRIL 30, 2015

By: Martin B. Shuster
Name: Martin B. Shuster
Title: Trustee

STATE OF TENNESSEE
COUNTY OF Davidson

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Martin B. Shuster, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a Trustee of Martin & Laura Shuster Living Trust Dated April 30, 2015 the within named bargainor, and that as such Trustee, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name as Trustee of the Martin & Laura Shuster Living Trust Dated April 30, 2015.

Witness my hand and seal this 18th day of December, 2023.

Notary Public
My commission expires: November 2, 2026

Signatures continue on next page

GRANTOR:

MARTIN B. SHUSTER AND/OR LAURA S. SHUSTER, TRUSTEES OF THE MARTIN & LAURA SHUSTER LIVING TRUST DATED APRIL 30, 2015

By: _____
Name: Laura S. Shuster
Title: Trustee

STATE OF TENNESSEE
COUNTY OF Davidson

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Laura S. Shuster, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be a Trustee of Martin & Laura Shuster Living Trust Dated April 30, 2015 the within named bargainor, and that as such Trustee, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name as Trustee of the Martin & Laura Shuster Living Trust Dated April 30, 2015.

Witness my hand and seal this 18th day of December, 2023.

_____
Notary Public
My commission expires: November 2, 2026

EXHIBIT A
LEGAL DESCRIPTION

Land lying in Davidson County, Tennessee, more particularly described as follows: Lot number 38 on the Map of Part Two, George Water's Subdivision, of record in Book 1130, page 68, Register's Office for said County.

Being a portion of the same property conveyed to Martin B. Shuster and/or Laura S. Shuster, Trustees of the Martin & Laura Shuster Living Trust, established by the Revocable Trust Agreement of Martin B. Shuster and Laura S. Shuster dated April 30, 2015, by Quitclaim Deed from Martin B. Shuster and wife, Laura S. Shuster, of record in Instrument No. 20150515-0045042, Register's Office for Davidson County, Tennessee, dated April 30, 2015 and recorded on May 15, 2015.

EXHIBIT B
PERMITTED ENCUMBRANCES

1. Real estate taxes or assessments for the year 2024, a lien, not yet due and payable.

2. Subject to the building lines and 10' public utility easement shown on the Plan of record in Plat Book 1130, Page 68, Register's Office for Davidson County, Tennessee, shown on that certain ALTA/NSPS Land Title Survey prepared by Michael H. Charette, TN RLS No. 2048, with Cherry Land Surveying, Inc., dated September 14, 2023, last revised October 9, 2023, and designated as Job No. 23090 (the "Survey").

3. Permanent Easement and Right-of-Way for Street Purposes and Right-of-Way for Street Purposes and Right of Entry for Temporary Construction Purposes of record in Book 4499, Page 742, in the Register's Office for Davidson County, Tennessee, shown on the Survey.

4. Any rights, easements, interests, or claims which may exist by reason of, or reflected by, the following matters disclosed on the Survey:

   a) Utility and drainage lines, with meters, valves, poles and other appurtenances;

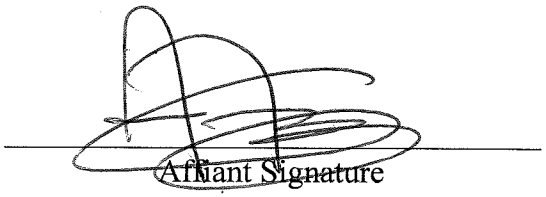
   b) Building setback lines;

   c) Building to the rear of the property encroaches on the 20' rear setback lines;

   d) Building to the north of the property encroaches on the 60' building lot line established by Plat Book 1130, Page 68, said Register's Office.

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 December 20, 2023 (date of document).



Affiant Signature

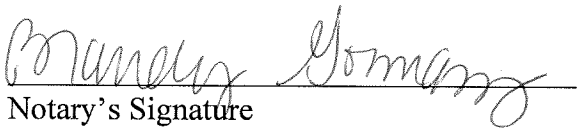
December 20, 2023

Date

State of Tennessee

County of Williamson

Sworn to and subscribed before me this 20th day of December, 2023.



Notary's Signature

My Commission Expires: 5-5-25

