TRUSTEE'S DEED

Karen Johnson Davidson County
Batch # 1133917 DEEDTRS
05/13/2024 10:20:12 AM 7 pgs
Fees: $38.00 Taxes: $151,848.00
20240513-0034933

This instrument prepared by:
ERIKA R. BARNES, ESQ.
STITES & HARBISON PLLC
401 COMMERCE STREET, SUITE 800
NASHVILLE, TN 37219

Address for New Owner:	Send Tax Bills To:	Map and Parcel No.:
100 BELLE VALLEY APARTMENTS, LLC c/o Starwood Property Trust, Inc. 2340 Collins Avenue Suite 700 Miami Beach, FL 33139	100 BELLE VALLEY APARTMENTS, LLC c/o Starwood Property Trust, Inc. 2340 Collins Avenue Suite 700 Miami Beach, FL 33139 Attn: Legal Department	114-00-0-167.00

SUCCESSOR TRUSTEE'S DEED

This Successor Trustee's Deed is made and entered into on this the 13th day of May, 2024, by Erika R. Barnes, Successor Trustee ("Successor Trustee").

WHEREAS, by that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement, and Fixture Filing dated August 1, 2022 and recorded in the Official Records Recorder's Office, Davidson County, Tennessee (the "Records") on August 8, 2022, as Instrument No. 20220808-0090082 (the "Deed of Trust"), executed by 100 Belle Valley Dr LLC, a Delaware limited liability company ("Borrower"), Borrower conveyed to Staci Y. Blackwell, Trustee, the Property (as hereinafter defined) to secure the payment of certain indebtedness described in the Deed of Trust (the "Indebtedness"), which Indebtedness is presently held and owned by Starwood Property Mortgage Sub-2, L.L.C., a Delaware limited liability company ("Lender"); and

WHEREAS, the Indebtedness became overdue and unpaid, and other conditions of default occurred, by reason of which Lender declared the Deed of Trust to be in default, and notice was given of such default to Borrower, in the manner required by the terms of the Deed of Trust, but following such notice the default was not cured; and

WHEREAS, Lender appointed Erika R. Barnes to serve as Successor Trustee in place of in the place and stead of Staci Y. Blackwell, Trustee, by that certain Appointment of Successor Trustee recorded in the Records on February 7, 2024, as Instrument No. 20240207-0008720, in accordance with the terms of the Deed of Trust; and

WHEREAS, Lender directed Successor Trustee to sell the Property as provided in the Deed of Trust, and Successor Trustee caused notice to be published in The Tennessean that the

Property would be sold at 11:00 a.m. prevailing Central time on May 8, 2024, at the Davidson County Courthouse, One Public Square, Nashville, Tennessee (the "Foreclosure Notice"), such Foreclosure Notice appearing in said paper on April 17, 2024, April 24, 2024, and May 1, 2024; and

WHEREAS, Successor Trustee further sent a copy of the Foreclosure Notice as required by applicable law, and following the appearance of the Foreclosure Notice in said newspaper the default was not cured; and

WHEREAS, Successor Trustee appeared at the time and place specified in the Foreclosure Notice, and shortly after 11:00 a.m. Central time, offered the Property for sale, and after opening the floor for competitive bids, sold the Property to Lender in response to its credit bid at the price of FORTY-ONE MILLION FORTY THOUSAND AND 00/100 DOLLARS ($41,040,000.00), this being the highest, last and best bid.

WHEREAS, Lender subsequently assigned its bid to 100 BELLE VALLEY APARTMENTS, LLC, a Delaware limited liability company.

NOW, THEREFORE, I, Erika R. Barnes, Successor Trustee as aforesaid, in consideration of the premises and the sum of $41,040,000.00, by these presents do transfer and convey unto 100 BELLE VALLEY APARTMENTS, LLC, a Delaware limited liability company, its successors and assigns ("Grantee"), all of my right, title and interest in and to the following described land (the "Land"), together (a) the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (the "Improvements"), and (b) all easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and/or the Improvements and the reversions and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Borrower of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto (collectively, the "Property"), which Land is located in Davidson County, Tennessee, and more particularly described as follows, to wit:

> Land lying in the Twenty-Third Councilmanic District of Nashville, Davidson County, Tennessee, and being the property of Belle Valley, Ltd., of record in Deed Book 6430, page 732 at the Register's Office for Davidson County, Tennessee, and being bound on the north by the properties of Frank D. Williams, Et ux, of record in Book 3952, Page 271 and Barry Zeitlin, Tr, of record in Book 6470, Page 230, on the east by the westerly right-of-way of Old Hickory Boulevard, (S.R. 251) and the properties of J & W Properties, of record in Book 7397, Page 587, Peter Wallace Pullen, of record in Book 3764, Page 171, Bernard M. Landau, of record in Book 10105, Page 691, Cosmic, L.L.C., of record at Instr. No. 19991228-0306975, William C. Slaughter, of record in Book 9748,

Page 290, and the Hindu Cultural Center of Tennessee, of record in Book 10654, Page 630, on the south by the properties of the Hindu Cultural Center of Tennessee, of record in Book 5908, Page 64, and the northerly line of Williamsport Subdivision, Section 2, of record in Plat Book 9700, Page 705, on the west by Cedar Forest, First Revision, Open Space, of record in Plat Book 6900, Page 383, and the properties of Troy Buttrey, Et ux, of record in Book 1432, Page 558, Thomas & Associates, of record in Book 9108, Page 303, and Wares Delaware Corporation of record in Book 10158, Page 525, and being more particularly described as follows;

BEGINNING at an iron pin old in the westerly right-of-way line of Old Hickory Boulevard, (S.R. 251), said pin being the southeasterly corner of the Barry Zeitlin, Tr. Property;

Thence, with said right-of-way line, S 08 deg 14' 58" E, 376.29' to an iron pin old at the northeasterly corner of the J & W Properties property;

Thence, with the westerly line of said J & W Properties property, S 34 deg 22' 03" W, 75.42' to a 30" Hackberry tree;

Thence, S 34 deg 17' 39" W, 47.04' to an iron pin old;

Thence, S 16 deg 57' 50" W, 289.38' to an iron pin old, being a corner in the westerly line of the Peter Wallace Pullen, Et ux, property;

Thence, S 23 deg 26' 49" W, 351.68' to an iron pin old in the westerly line of the Cosmic, L.L.C., property;

Thence, S 25 deg 40' 56" W, 101.50' to an iron pin old;

Thence, S 22 deg 23' 03" W, 102.72' to an iron pin old;

Thence, S 24 deg 07' 40" W, 180.63' to an iron pin old, being a corner in the westerly line of the Cosmic, L.L.C., property;

Thence, S 27 deg 55' 07" W, 220.53' to an iron pin old, being the southwesterly corner of the Hindu Cultural Center of Tennessee of record in Book 10654, Page 630, and being in the northerly line of the Hindu Cultural Center of Tennessee, of record in Book 5908, Page 64;

Thence, N 84 deg 22' 41" W, 411.75' to an iron pin old, being the northwesterly corner of said Hindu Cultural Center property;

Thence, S 27 deg 14' 02" W, 191.71' to an iron pin old, being the northeasterly corner of the Williamsport Subdivision, Section 2;

Thence, with the northerly line of said subdivision, S 89 deg 57' 25" W, 825.84' to an iron pin found, being a corner in the easterly line of Cedar Forest, First Revision;

Thence, N 05 deg 37' 57" E, 254.24' to an iron pin old, being the northeasterly corner of said Cedar Forest, First Revision and the southeasterly corner of the Troy Buttrey, Et ux, property;

Thence, with the easterly line of said Buttrey property, N 03 deg 52' 10" E, 844.08' to an iron pin found, being the southwesterly corner of the Thomas & Associates property;

Thence, S 80 deg 32' 48" E, 264.53' to an iron pin new, being the southeasterly corner of said Thomas & Associates property;

Thence, N 05 deg 22' 34" E, 437.42' to an iron pin old at the southeasterly corner of the Wares Delaware Corporation property;

Thence, with said Wares Delaware Corporation's southerly line, S 73 deg 06' 31" E, 211.27' to an iron pin old;

Thence, S 69 deg 23' 33" E, 100.50' to an iron pin old;

Thence, S 64 deg 54' 22" E, 128.27' to an iron pin old;

Thence, S 72 deg 14' 41" E, 211.51' to an iron pin old; being the southwesterly corner of said Wares Delaware Corporation property;

Thence, N 28 deg 46' 44" E, 731.18' to an iron pin old; being the southwesterly corner of the Frank D. Williams, Et ux, property;

Thence, S 86 deg 24' 34" E, 284.40' to an iron pin old; being the northwesterly corner of the Barry Zeitlin, Tr. Property;

Thence, S 07 deg 01' 33" E, 170.64' to an iron pin old;

Thence, N 81 deg 40' 15" E, 170.00' to the POINT OF BEGINNING and containing 2,260,340 square feet or 51.890 acres, more or less.

This conveyance is in bar of the statutory right and any equity of redemption, and all other rights and exemptions of every kind, all of which are expressly waived in the Deed of Trust.

Grantee hereunder accepts title to the Property in an **AS IS, WHERE IS** condition, and without representation or warranty from Successor Trustee as to any matter whatsoever, and by accepting this Successor Trustee's Deed, Grantee represents and warrants that it has conducted its own due diligences with regard to the Property and matters of title related to the Property, and represents and warrants that it has not relied on any statement or action made by Successor Trustee. Without limiting the foregoing, **SUCCESSOR TRUSTEE DISCLAIMS ALL**

REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ADDITIONALLY, SUCCESSOR TRUSTEE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES AS TO THE ABSENCE OR PRESENCE ON OR UNDER THE PROPERTY OF HAZARDOUS SUBSTANCES AS DEFINED BY ANY ENVIRONMENTAL LAWS, INCLUDING WITHOUT LIMITATION THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT ("CERCLA") OR SIMILAR FEDERAL AND STATE LEGISLATION (COLLECTIVELY, THE "ENVIRONMENTAL LAWS"). Grantee accepts title to the Property subject to any problems arising in connection with the Property and/or the improvements located thereon, including without limitation problems arising out of or in connection with deterioration of any improvements thereon, violations of the Environmental Laws, and potential flood hazards. By accepting this Successor Trustee's Deed, Grantee agrees to indemnify and hold Successor Trustee harmless from any and all costs, expenses, and liability, including without limitation attorneys' fees, arising out of or in connection with any of the foregoing.

This conveyance may be subject to easements, restrictions, liens, taxes, etc., including, but not limited to, the items set forth below, but only to the extent any of such matters take priority over the Deed of Trust. To the extent such matters do take priority over the Deed of Trust under applicable law, this conveyance is subject to them, and to the extent such matters do not, the Property does not remain subject to them:

1. Any and all unpaid *ad valorem* taxes payable to Davidson County, Tennessee (plus penalty and interest, if any) that may be a lien against the Property.

2. Grant of Easement in favor of Comcast of Nashville I, LLC, dated September 21, 2012 recorded in the Records, as Instrument No. 20130517-0050036.

3. Storm Water Detention Agreement to The Metropolitan Government of Nashville and Davidson County recorded in the Records in Book 6406, Page 17.

4. Easement twenty-five feet (25) wide to Harpeth Valley Utilities District of Davidson and Williamson Counties, Tennessee by Agreement for Dedication of Public Utilities Easement recorded in the Records in Book 8626, Page 840.

5. Easement and/or right of way to the State of Tennessee for drainage facility contained in the Deed recorded in the Records in Book 8729, Page 144.

6. 10 foot public utility and drainage easement along all lot lines (except front lot line), per plat recorded in the Records in Book 6250, Page 182.

7. Emergency Access Easement Agreement recorded in the Records December 10, 2020, as Instrument No. 20201210-0144690.

8. Terms and Conditions of Restrictive Covenant as set forth in Special Warranty Deed recorded in the Records August 8, 2022, as Instrument No. 20220808-0090081.

This conveyance is further subject to any and all liens, defects, encumbrances, conveyances, adverse claims and other matters which take priority over the Deed of Trust pursuant to which this conveyance is made, any statutory rights of redemption not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal, which have not been waived by such governmental agency, and any and all matters that would be shown or revealed by an accurate survey of the Property.

WITNESS the signature of Successor Trustee on this the day and date first above written.

Erika R. Barnes

ERIKA R. BARNES,
SUCCESSOR TRUSTEE

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, Alice Cross, a Notary Public of the State and County aforesaid, personally appeared ERIKA R. BARNES, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the Successor Trustee, and that she as such Successor Trustee, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing her name as Successor Trustee.

Witness my hand and seal, at office in Nashville, Tennessee, this 13th day of May, 2024



Notary Public

My commission expires: 10/04/2027

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

The actual consideration for this transfer or the value of the property transferred, whichever is greater, is FORTY-ONE MILLION FORTY THOUSAND AND 00/100 DOLLARS ($41,040,000.00).

Affiant

Subscribed and sworn to before me this the 13th day of May, 2024.

Notary Public

My commission expires: 10/09/2027

ALICE CROSS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 10-04-2027