Karen Johnson Davidson County
Batch# 1185435 DEEDWARRSP
09/24/2024 03:50:30 PM 5 pgs
Fees: $28.00 Taxes: $45,510.00
20240924-0074140

SPECIAL WARRANTY DEED

FROM: 530 Donelson LLC

This instrument was prepared by:
C. Mark Carver, Esq.
Sherrard Roe Voigt & Harbison, PLC
1600 West End Avenue, Suite 1750
Nashville, TN 37203

TO: Donelson Pike Partners, LLC, as to a 50% Tenant-in-Common interest, Raintree Capital, LLC, as to a 35% Tenant-in-Common interest, and David G. Patterson, as to a 15% Tenant-in-Common interest

Address New Owners as Follows:	Send Tax Bills To:	Map/Parcel Number:
Donelson Pike Partners, LLC, Raintree Capital, LLC, and David G. Patterson Attn: David G. Patterson 210 Deer Park Dr. Nashville, TN 37205	Same	Map 108, Parcel 176

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer is $12,300,000.00.

GEORGE E. MUDTER, JR. STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

Affiant

Sworn to and subscribed before me, this 23rd day of September, 2024.

Notary Public

My Commission Expires: 3/8/28

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten Dollars, cash in hand paid by the hereinafter named Buyer, and other good and valuable considerations, the receipt of which is hereby acknowledged, **530 Donelson LLC**, a Tennessee limited liability company (hereinafter called the "Seller"), has bargained and sold, and by these presents does transfer and convey unto (i) **Donelson Pike Partners, LLC**, a Tennessee limited liability company, as to a 50% Tenant-in-Common interest, (ii) **Raintree Capital, LLC**, a Tennessee limited liability company, as to a 35% Tenant-in-Common interest, and (iii) **David G. Patterson**, an individual resident of the State of Tennessee, as to a 15% Tenant-in-Common interest (hereinafter, collectively, called the "Buyer"), and Buyer's successors and assigns, all of Seller's interest as owner in that certain tract of land in Davidson County, Tennessee, described on Exhibit A attached hereto and incorporated herein by reference, and any improvements thereon.

This is improved property located at 530 Donelson Pike, Nashville, Tennessee 37214.

The above-referenced property is conveyed subject to the matters set forth on Exhibit B attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the said real property, together with all rights and appurtenances thereunto belonging or in any wise appertaining to Buyer, its successors and assigns, forever in fee simple.

Seller further covenants and binds itself, its representatives, successors and assigns to warrant specially and forever defend the title to said real estate to Buyer, and Buyer's successors and assigns, against the lawful claims of all persons claiming through and under Seller (other than claims arising out of the matters set forth above), but not 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.

IN WITNESS WHEREOF, Seller has caused this Special Warranty Deed to be executed effective as of the 24th day of September, 2024.

SELLER:

530 Donelson LLC,
a Tennessee limited liability company

By: Resurgent Financial Services, LLC, as Restructuring Advisor under Order entered on April 24, 2024, in Case No. 3:24-bk-00879, in the United States Bankruptcy Court for the Middle District of Tennessee, Nashville Division

By: _____
Gary Murphey, Chief Restructuring Officer

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Gary Murphey with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Chief Restructuring Officer for Resurgent Financial Services, LLC, the Restructuring Advisor under Order entered on April 24, 2024, in Case No. 3:24-bk-00879, in the United States Bankruptcy Court for the Middle District of Tennessee, Nashville Division on behalf of 530 Donelson, LLC, a Tennessee limited liability company, the within named bargainor, and that he as such Chief Restructuring Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the bargainor by himself as Chief Restructuring Officer.

Witness my hand and seal at office in Nashville, Tennessee, this 24th day of September, 2024.

_____
Notary Public

GEORGE E. MUDTER, JR. STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

My Commission Expires: 3/8/28

EXHIBIT A

PROPERTY DESCRIPTION

A tract of land in the First Civil District of Davidson County, Tennessee and being parcel 176 on Metro Tax map 108 and being more particularly described as follows:

Beginning at a new iron pin in the west right-of-way of Donelson Pike, said pin being north 4 deg. 36 min. east 258.04 feet from the centerline of Royal Parkway and being the southeast comer of tract 1 and proceeding as follows:

1. Leaving the west right-of-way byway of Donelson Pike with the common line between tracts 1 and 2 north 85 deg. 25 min. 18 sec. west 774.35 feet to a new iron pin in the east line of Thomas Nelson, Inc. property, thence;

2. With the east line of Thomas Nelson north 4 deg. 36 min. 29 sec. east 512.26 feet to an old iron pin in the south line of Royal Publishers, Inc. property, thence;

3. With the south line of Royal Publishers, Inc. property and Commerce Union Bank property south 86 deg. 06 min. 30 sec. east 577.79 feet to an old iron pin, thence;

4. Continuing with the south line of Commerce Union Bank property south 84 deg. 58 min. 26 sec. east 174.44 feet to an old iron pin in the west right-of-way of Donelson Pike, thence;

5. With the west right-of-way of Donelson Pike south 4 deg. 36 min. west 135.81 feet to the point of beginning, containing 9.112 acres more or less as per survey by Turner Engineering Company dated September 1, 1992, titled WB. Wiggins, Jr. Subdivision and being Job No. 56-57, W. 0. No. 6663.

Together with rights and interests in the Declaration of Reciprocal Easement of record in book 8745, page 114, and that certain non-exclusive Easement for purposes of Ingress and Egress of record in Book 4871, Page 53, Register's Office for Davidson County, TN.

The above described Property being now shown as Tract 1 on W.B. Wiggins, Jr. Subdivision Plat of record in Plat Book 7900, page 440, Registers Office for Davidson County, Tennessee.

Being the same property conveyed to 530 Donelson LLC, a Tennessee limited liability company, by Special Warranty Deed dated July 16, 2018 from Donelson Pike Restaurant Partners, a Tennessee general partnership and Donelson Investors, LLC, a Tennessee limited liability company, of record in Instrument No. 20180717-0069059, Registers Office for Davidson County, Tennessee.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Taxes for the year 2024 and future taxes, a lien, not yet due and payable.

2. Matters shown on the Plan of record in Plat Book 7900, page 440, Register's Office for Davidson County, Tennessee.

3. Easements to the Metropolitan Government of Nashville and Davidson County for sanitary sewers and/or storm drainage, of record in Book 4966, page 24, and Book 4966, page 21, said Register's Office.

4. Easement granted to Nashville Gas Company of record in Book 3464, page 161, said Register's Office.

5. Easement for water mains and appurtenances of record in Book 4966, page 27, said Register's Office.

6. Right of Davidson County, Tennessee to cut slope on the new proposed Elm Hill Pike to extend beyond the right of way as set out in deed of record in Book 3459, page 71, said Register's Office.

Tennessee Certification of Electronic Document

I, George Mudter, 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 9/24/24 (date of document).

Affiant Signature

9/24/24
Date

State of Tennessee

County of Davidson

Sworn to and subscribed before me this 24 day of September, 2024.

Notary's Signature

MY COMMISSION EXPIRES: _____

NOTARY'S SEAL

