Karen Johnson
Batch # 1186954
09/26/2024 12:17:51 PM
Fees: $23.00 Taxes: $26,270.00
Davidson County
DEEDTRS
4 pgs
20240926-0074727

Prepared by and Returnable to:
Charles W. Cook III, Successor Trustee
Puryear Pippenger & Cook PLLC
104 Woodmont Blvd, Suite 201
Nashville, Tennessee 37205

Address New Owner(s):	**Send Tax Bills To:**	**Map & Parcel Nos.:**
A10 BAF 2021-D REO-Two Vantage Way, LLC **Attn: Jackie Cox** **800 W. Main Street, Suite 1100** **Boise, Idaho 83702**	**New Owner**	**071-13-0-004.0**

SUBSTITUTE TRUSTEE'S DEED

This Successor Trustee's Deed is made and entered into as of the 24th day of September 2024, by Charles W. Cook III, not individually, but as Successor Trustee (the "Successor Trustee").

WHEREAS, default having been made in the payment of the debt and obligations, and in the terms and conditions provided for in that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated May 21, 2021 (the "Deed of Trust") to Denise Griffin, Trustee, executed by The Ivy Building QOZB, LLC, a Delaware limited liability company (the "Debtor") as the same appears of record filed on May 26, 2021 as Instrument No. 20210526-0071523, Registers Office for Davidson County, Tennessee ("Register's Office"); and

WHEREAS, the current Beneficiary under the Deed of Trust is A10 Bridge Asset Financing 2021-D, LLC, a Delaware limited liability company (the "Beneficiary") acting on its own behalf as the Note A Holder (as defined in the Deed of Trust) and the Note B Holder (as defined in the Deed of Trust) as holders of the indebtedness secured by the above Deed Trust as evidenced by: (a) Assignment of Deed of Trust, Assignment of Leases, Rents and Profits and Loan Documents ("Assignment") from original beneficiary A10 Capital, LLC, a Delaware limited liability company to A10 REIT, LLC, a Delaware limited liability company, of record as Instrument No. 20210526-0071525 , said Register's Office; (b) Assignment from A10 REIT, LLC, to A10 Revolving Asset Financing I, LLC, a Delaware limited liability company of record as Instrument No. 20210526-0071526 , said Register's Office; and (c) Assignment from A10 Revolving Asset Financing I, LLC to Beneficiary of record as Instrument No. 20220209-0014745, said Register's Office.

WHEREAS, the entire indebtedness secured by the above Deed of Trust (the "Indebtedness") is now past due and unpaid; and

WHEREAS by instrument dated May 29, 2024 and filed on June 4, 2024 with said Register's Office as Instrument No. 20240604-0041623, the Beneficiary under the Deed of Trust appointed Charles W. Cook III as Successor Trustee in accordance with the provisions contained in said Deed of Trust; and

WHEREAS, Charles W. Cook III, as Successor Trustee did, in compliance with provisions of said Deed of Trust, advertise for sale the property to be conveyed by same, said advertisement for sale having been published in *The Tennessee Ledger, Nashville Edition*, a newspaper published in Nashville, Davidson County, Tennessee, in the issues of August 23, 2024, August 30, 2024, and September 6, 2024, of said newspaper, said sale having been advertised for September 24, 2024, at 10:00 a.m., at the main, front door of the Davidson County Courthouse, 1 Public Square, Nashville, Tennessee 37201, at which time and place the property was offered for sale and sold;

WHEREAS, said sale was made subject to prior liens and encumbrances of record, including liens of real estate taxes, any applicable restrictions, building liens, and easements, conditions, covenants, rights-of-way or subdivision plats affecting the property; and any dedication of roads affecting the property and any governmental zoning and subdivision ordinances or regulations in effect; and any prior or superior liens, judgment, deeds of trust or other interests, if any, of record;

WHEREAS, the highest and best bid for said property was then and there made on behalf of Beneficiary in the amount of **Seven Million One Hundred Thousand and 00/100 Dollars ($7,100,000.00)**, by credit bid, which bid was then and there accepted by the Successor Trustee for that said amount. Beneficiary assigned its purchase right acquired by its bid to **A10 BAF 2021-D REO-Two Vantage Way, LLC, a Delaware limited liability company ("Grantee")**.

NOW, THEREFORE, I, Charles W. Cook, III, not individually, but as Successor Trustee, in consideration of the premises, $10.00, and compliance with the terms of said bid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by these presents has bargained and sold, and does by these presents bargain, sell and convey unto **A10 BAF 2021-D REO-Two Vantage Way, LLC, a Delaware limited liability company,** as Grantee, its successors and assigns, all right, title, and interest in and to the following interest in the property therein conveyed in the Deed of Trust which is situated in the State of Tennessee, Davidson County, (the "Property") and is described as follows:

> Lot 5A, on the plan of Resubdivision of Part of Block G, Section No. I, as shown on plat of record in plat book 4715, page 70, in the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more particular description of said property.
>
> Being the same property conveyed by Special Warranty Deed from GPT TPG Vantage Way LLC, a Delaware limited liability company, as grantor, to The Ivy Building QOZB, LLC, a Delaware limited liability company, as grantee, of record as Instrument No. 20210526-0071522 in the Register's Office of Davidson County, Tennessee

Street Address: The street address of the Property is believed to be 2 Vantage Way, Nashville, Tennessee, but such address is not part of the legal description of the property. In the event of any discrepancy, the legal description in the Deed of Trust shall control.

TO HAVE AND TO HOLD, unto Grantee, its successors and/or assigns, the same together with all hereditaments, fixtures, improvements and appurtenances belonging or appertaining thereto, free from all rights of homestead, dower, equity of redemption and the statutory right of redemption in Tennessee Code Annotated §66-8-101, and all other rights or exemptions of every kind, but only to the extent that they have been waived in said Deed of Trust.

Grantee hereunder accepts title to the Property and all improvements thereon, if any, in an AS IS, WHERE IS condition, and without representation or warranty from the Successor Trustee and/or Holder as to any matter whatsoever.

Without limiting the foregoing, Successor Trustee disclaims all representations and warranties, express or implied, including warranties 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 or similar federal and state legislation (collectively, "Environmental Laws").

The Substitute Trustee covenants with the said Grantee that he is lawfully seized and possessed of said real property as Substitute Trustee only and, by the terms of the above-mentioned Deed of Trust, in his capacity as Substitute Trustee, has a good right to sell and convey the same subject to all matters shown on any applicable recorded Plat or Plan; any unpaid taxes which exist as a lien against said property; any restrictive covenants, easements, or setback lines that may be applicable; any statutory rights of redemption not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal; and any Deeds of Trust, liens, claims, and encumbrances or rights of parties in possession not shown in the public record that may take priority over the Deed of Trust. Pursuant to Section 6.9 of the Deed of Trust, all occupants of the Property shall become tenants of the purchaser at the foreclosure sale.

The Substitute Trustee, in his capacity as Substitute Trustee and not individually, conveys to Grantee no greater title in the subject real estate than the Substitute Trustee received as Substitute Trustee and that, as Substitute Trustee, he has the right to sell and convey.

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 environmental laws, and potential flood hazards.

Notice of this this sale was given in compliance with provisions of 26 U.S.C. § 7425(c) and Reg. §§ 301.7425-1, T.C.A. §§ 50-7-404(i)(2)(B) and 67-1-1433(b)(2), and Tennessee Department of Revenue Rule 1320-2-1-.35, to the extent applicable.

Substitute Trustee makes no covenant of seisin, marketability of title, or warranty of title, express or implied. Substitute Trustee sells and conveys the subject real property by this Trustee's Deed as Substitute Trustee only, and not individually.

WITNESS by my hand this 24th day of September, 2024.

Charles W. Cook III, Successor Trustee,
and not Individually

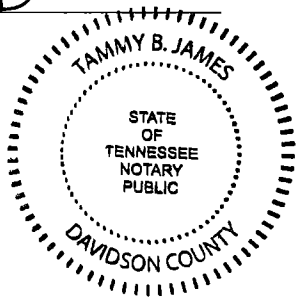
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public of this county, Charles W. Cook, III, Successor Trustee and not individually, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS by my hand, this 24th day of August, 2024.

Tammy B James
NOTARY PUBLIC

My Commission Expires: 3/3/26



STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $7,100,000.00.

AFFIANT or Agent of Grantee or Beneficiary

Subscribed and sworn before me on this 24th day of August, 2024.

Tammy B James
NOTARY PUBLIC

My Commission Expires: 3/3/26

