Karen Johnson Davidson County
Batch # 1242141 DEEDWARRSP
02/28/2025 10 44 33 AM 5 pgs
Fees $28 00 Taxes $1,063 75
20250228-0015031

This instrument prepared by and after recording return to:

Thompson Burton PLLC
One Franklin Park
6100 Tower Circle, Suite 200
Franklin, Tennessee 37067
Attn. Ronn Steen, Esq

SPECIAL WARRANTY DEED

Address New Owner(s) as follows:	Send Tax Bills To:	Tax Map/Parcel IDs
DEAS II, LLC 2014 Waterstone Drive Franklin, TN 37069	Same address as new owner	092 06 0F 001 00

FOR AND IN CONSIDERATION of the sum of Ten Dollars and No/100 ($10 00), cash in hand paid by the Grantee and other good and valuable consideration accepted as cash, the receipt and sufficiency of which are hereby acknowledged, of **SIMMONS BANK,** an Arkansas chartered bank, (hereinafter collectively referred to as "Grantor"), herein this day has bargained and sold, and does hereby transfer and convey, unto **DEAS II, LLC,** a Tennessee limited liability company (hereinafter referred to as "Grantee"; the terms "Grantor" and "Grantee" to include their respective heirs, legal representatives, successors and assigns where the context requires or permits), the following described real property, to wit

> ALL THAT TRACT OR PARCEL of improved land lying and being in Davidson County, Tennessee, being more particularly described on **Exhibit "A"** attached hereto (the "Land"), TOGETHER WITH any and all improvements, appurtenances, rights, privileges and easements benefiting, belonging or pertaining to the Land, and any right, title and interest of Grantor in and to any land lying in the bed of any street, road or highway in front of or adjoining said Land, together with any strips or gores relating to the Land (the Land and the foregoing rights, easements and appurtenances being hereinafter collectively referred to as the "Property")

This being improved property commonly known as 2701A Eden Street, Nashville, Tennessee 37208

TO HAVE AND TO HOLD said Property, with the appurtenance, estate, title and interest thereto belonging, to the Grantee, its successors and assigns forever

Grantor covenants that it is lawfully seized and possessed of said Property in FEE SIMPLE, has a good right to convey it, and that the same is unencumbered, except for those matters shown on **Exhibit "B"** attached hereto and incorporated herein by this reference (the "Permitted Exceptions")

Grantor further covenants and binds itself, its successors and assigns, to warrant and forever defend the title to said Property to said Grantee, its successors and assigns, against all persons claiming under Grantor, but no further or otherwise and subject, however, to the Permitted Exceptions

Grantee hereunder accepts title to the Property and all improvements thereon in an **AS IS, WHERE IS** condition, and without representation or warranty as to any matter whatsoever, and by accepting this 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, **GRANTOR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTBILITY 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

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on this 26 day of February, 2025

GRANTOR:

SIMMONS BANK, an Arkansas chartered bank

By: _____
Name: Mike Frahlman
Title Vice President

STATE OF MISSOURI

COUNTY OF St. Louis

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, Mike Frahlman, the Vice-President of **SIMMONS BANK**, an Arkansas chartered bank, the within-named Grantor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he as Vice-President executed the foregoing instrument for the purposes therein expressed and contained, by signing the name Mike Frahlman, as such Vice-President

Witness my hand and official seal this 26th day of February, 2025.

My Commission Expires

June 21 2026

_____
Notary Public

KAYLA BROWN
Notary Public - Notary Seal
STATE OF MISSOURI
Franklin County
My Commission Expires. June 21, 2026
Commission # 22582221

STATE OF ~~MISSOURI~~ Tennessee

COUNTY OF Williamson

I hereby swear and affirm that the actual consideration for this transfer, or value of the property transferred, whichever is greater, is $287,500 00 which is equal to or greater than the amount the property transferred would command at a fair and voluntary sale

Affiant

Sworn to and subscribed before me,
this 26 day of Feb, 2025

NOTARY PUBLIC

My Commission Expires February 21, 2027

JAMES C SMITH
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF RUTHERFORD

Exhibit "A"

Legal Description of Property

Situated in the State of Tennessee, Davidson County, and being more particularly described as that certain unit known and designated as Unit 2701A of Homes at 2701 Eden Street, a Horizontal Property Regime with Private Elements, established pursuant to the Declaration of Covenants, Conditions and Restrictions establishing Homes at 2701 Eden Street. a Horizontal Property Regime. of record as Instrument Number 20180919-0092901 in the Register's Office for Davidson County. Tennessee, and with said Unit depicted on Exhibit "B" to said Declaration, together with a percentage interest in the common elements as set forth in said Declaration

Being part of the same property conveyed to Simmons Bank, an Arkansas chartered bank, by Trustee's Deed dated December 30, 2024, from Jake Adams, Successor Trustee, of record as Instrument Number 20241231-0101524 in said Register's Office.

Property Address 2701A Eden Street, Nashville, Tennessee 37208

Exhibit "B"

Permitted Exceptions

1 Real Property Taxes for the year 2025 and beyond, a lien not yet due and payable.

2 Easements, building lines, recorded plans and restrictions of record

3 Encroachments, overlaps, boundary line disputes or other matters which would be shown by an accurate survey or inspection of the Property