This instrument prepared by and after recording return to:

Thompson Burton PLLC
1801 West End Ave, Suite 1550
Nashville, TN 37203
Attn: Brooks E. Brasfield, Esq.
Phone (615) 375-0382

Karen Johnson Davidson County
Batch# 1265155 DEEDWARRSP
04/28/2025 08:33:30 AM 7 pgs
Fees: $38.00 Taxes: $24,235.00
20250428-0032158

SPECIAL WARRANTY DEED

Address New Owner(s) as follows:	Send Tax Bills To:	Tax Map/Parcel IDs:
NP Germantown, LLC 3405 Piedmont Road NE, Suite 550 Atlanta, Georgia 30305-4819	NP Germantown, LLC 3405 Piedmont Road NE, Suite 550 Atlanta, Georgia 30305-4819	08205012600

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, **FRANK E. HICKS, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF PEGGIE L. HICKS** (hereinafter referred to as "Grantor"), herein this day has bargained and sold, and does hereby transfer and convey, unto **NP GERMANTOWN, LLC,** a Georgia 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 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: 1500 3rd Avenue N, Nashville, TN 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 [lawfully] claiming under Grantor, but no further or otherwise and subject, however, to the Permitted Exceptions.

[*Signatures Commence on Following Page*]

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed as of the 14th day of April, 2025, and effective as of the 23rd day of April, 2025.

GRANTOR:

ESTATE OF PEGGIE L. HICKS

By: _____
Name: Frank E. Hicks
Its: Personal Representative

STATE OF TENNESSEE

COUNTY OF Davidson

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, Frank E. Hicks, the Personal Representative of the Estate of Peggie L. Hicks 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 or she as Personal Representative executed the foregoing instrument for the purposes therein expressed and contained, by signing the name of the Estate of Peggie L. Hicks, as such Personal Representative.

Witness my hand and official seal this 14th day of April, 2025.

My Commission Expires:
9/5/2028

_____
Notary Public

KEANYA QUINN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES SEPTEMBER 05, 2028

STATE OF 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 $ 4,550,000.00, 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 25th day of April, 2025.

NOTARY PUBLIC

My Commission Expires: 9/5/2028

BETHANY SCHULTZMAN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

Exhibit "A"

Legal Description of Property

Land in Davidson County, Tennessee, being lot numbers 11, 12, 13, the southerly parts of lot number 14 and 66, and all of lot numbers 67, 68 and 69 and that part of Alley No. 505 lying between said lots on the Plan of the Subdivision of the McGavock City Part Lots, as of record in Book 57, Page 101, Register's Office for Davidson County, described together as follows:

Beginning at the northeast corner of Third Avenue North, formerly College Street, and Van Buren, formerly McGavock Street; thence with the northerly margin of Van Buren Street, eastwardly 285 feet to the westerly margin of Second Avenue North, formerly Market Street; thence with the westerly margin of said Avenue Northwardly 155.66 feet to a point 20 feet from the center line of the L & N Railroad; thence westwardly parallel with and 20 feet from said center line of the L & N Railroad, 285 feet to the easterly margin of Third Avenue North; thence with said Avenue, southwardly 155.66 feet to the beginning.

INCLUDED IN THE ABOVE DESCRIPTION BUT EXPRESSLY EXCLUDED HEREFROM is that property more particularly described in the Warranty Deed of record in Instrument No. 20201007-0116467., said Register's Office.

Being a portion of the same property conveyed to Frank E. Hicks and Peggie L. Hicks, as tenants in common, by Warranty Deed from Culbert Construction Company of record in Instrument No. 20010105-0001846, Register's Office for Davidson County, Tennessee, dated January 3, 2001 and recorded on January 5, 2001.

Being a portion of the same property conveyed to Peggie L. Hicks by Quitclaim Deed from Frank Hicks of record in Instrument No. 20080627-0066613, Register's Office for Davidson County, Tennessee, dated June 27, 2008 and recorded on June 27, 2008.

Exhibit "B"

Permitted Exceptions

1. Taxes for the year 2025; a lien, not yet due or payable.

2. Subject to all matters shown on the Plan of record in Plat Book 57, Page 101, Register's Office for Davidson County, Tennessee.

3. Agreement for Dedication of Easement for Sanitary Sewers and or Storm Drainage of record in 11112, Page 889, in the Register's Office for Davidson County, Tennessee.

4. Right of Way granted to Railroad of record in Book 175, Page 137, in the Register's Office for Davidson County, Tennessee.

5. Terms and provisions of Contract between Louisville and Nashville Railroad and J. A. Jones and O. L. Jones of record in Book 340, Page 579, in the Register's Office for Davidson County, Tennessee.

6. Possible right of Railroad to increase its right-of-way to the full extent of its charter.

7. The following matters shown on that certain ALTA/NSPS Land Title Survey prepared by Mark E. Sawyer, TN RLS No. 1649, with Barge Design Solutions, dated April 22, 2025, and designated as Job No. 3854902:

    (a) Wood deck encroaching over northern boundary line;

    (b) Wood deck on concrete pad encroaching over northern boundary line;

    (c) Overhead utility line crossing southwest corner without the benefit of an easement;

    (d) 72" brick comb. sewer along northern boundary line without the benefit of an easement.

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 April 23, 2025 (date of document).

Affiant Signature

April 23, 2025

Date

State of Tennessee

County of Williamson

Sworn to and subscribed before me this 23rd day of April, 2025.

Notary's Signature

My Commission Expires: 11/8/27

BRANDY CATALANOTTO
TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON