Karen Johnson Davidson County
Batch# 1375193 DEEDTRS
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Fees: $38.00 Taxes: $8,732.76
20260203-0007164

Prepared By and Returnable to:
Spencer Fane LLP
511 Union Street, Suite 1000
Nashville, Tennessee 37219

Address New Owner(s):	**Send Tax Bills To:**	**Map & Parcel Nos.:**
Capital Fund REIT, LLC **14555 N. Scottsdale Rd, Ste 200** **Scottsdale, AZ 85254**	**New Owner**	043-07-0G-001.00, 043-07-0G-002.00, 043-07-0H-001.00, 043-07-0H-002.00, 043-07-0I-001.00, 043-07-0I-002.00, 043-07-0F-001.00, 043-07-0F-002.00

TRUSTEE'S DEED

WHEREAS, default was made in the terms, conditions, and payments provided for and made in a Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement dated September 5, 2024, executed by Spencer Mill Properties TN LLC, a Tennessee limited liability company, to Andrea Perry, Trustee, of record 20240911-0070036, Register's Office for Davidson County ("Deed of Trust"); and

WHEREAS, the Deed of Trust was assigned to Capital Fund REIT, LLC, an Arizona limited liability company, by Assignment of Deed of Trust of record in Instrument No. 20241008-0078163, Register's Office for Davidson County, Tennessee; and

WHEREAS, the Deed of Trust was further assigned to CF LOC, LLC, an Arizona limited liability company, by Assignment of Deed of Trust of record in Instrument No. 20250805-0062220, Register's Office for Davidson County, Tennessee; and

WHEREAS, the Deed of Trust was assigned to Capital Fund REIT, LLC, an Arizona limited liability company, by Assignment of Deed of Trust of record in Instrument No. 20251021-0083777, Register's Office for Davidson County, Tennessee; and

WHEREAS, Capital Fund REIT, LLC, the owner and holder of the Indebtedness secured by said Deed of Trust replaced said Trustee by naming Sam J. McAllester III, Gregory G. Vick, and Andrea P. Perry as Substitute Trustees by an instrument of record in Instrument No. 20251114-0090752, Register's Office for Davidson County, Tennessee, and authorized any one of the Substitute Trustee's to act alone or by a Designated Agent with the powers, given the Trustee in said Deed of Trust; and

WHEREAS, Sam J. McAllester III, in his capacity as Substitute Trustee, and not Individually ("Substitute Trustee") caused to be published a Foreclosure Sale Notice in accordance with the provisions of said Deed of Trust, providing notice and advertising that said property would be sold at 10:30 o'clock a.m., prevailing time on Tuesday, January 6, 2026, at the main entrance

to the Historic Davidson County Courthouse, 1 Public Square, Nashville, Davidson County, Tennessee, to be knocked off and sold to the highest, best, and last bidder for cash, pursuant to the terms and conditions of the Deed of Trust and the Foreclosure Sale Notice; and

WHEREAS, on January 6, 2026, Gregory Vick, Substitute Trustee, appeared and announced a continuance of the sale to Tuesday, January 20, 2026 at the aforesaid place and time; and

WHEREAS, Gregory G. Vick, Substitute Trustee, personally appeared on January 20, 2026 and offered said property for sale at public outcry and the highest, best, and last bid received was the sum of Two Million Three Hundred Sixty Thousand Two Hundred Five and 95/100 Dollars ($2,360,205.95) by Capital Fund REIT, LLC (hereinafter referred to as the "Buyer") and said property was knocked off and sold to the Buyer.

NOW, THEREFORE, in consideration of the premises and sum of Two Million Three Hundred Sixty Thousand Two Hundred Five and 95/100 Dollars ($2,360,205.95) cash in hand paid by the Buyer, Substitute Trustee has this day bargained and sold and, by the premises, does transfer and convey to Buyer, its successors and assigns, the title and interest that Substitute Trustee has the right to sell and convey under the Deed of Trust in a certain tract or parcel of land situated in Davidson County, Tennessee, and described as follows:

Tract 1: (330 Rio Vista Dr. for informational purpose only):

Land in Davidson County, Tennessee and being described according to a survey by J. Bruce Rainey, Surveyor No. 823 dated September 28, 2017 and known as Job No. 170149 as follows:

Beginning at a point on the easterly margin of Rio Vista Drive, said point of beginning being South 31 degrees 12 minutes 43 seconds East 861.12' from a concrete monument located at the intersection of the Southerly margin of Anderson Lane with the (Westerly) margin of said Rio Vista Drive; thence leaving the easterly margin of Rio Vista Drive North 62 degrees 07 minutes 42 seconds East passing a witness iron pin at 108.06' in all 164.83' to the low watermark of the Cumberland River; thence with the said Low water mark South 27 degrees 52 minutes 18 seconds East 50.00' to a point; thence leaving the said River South 62 degrees 07 minutes 42 seconds West passing a witness iron pin at 46.86' in all 164.82' to an iron pin set on the easterly margin of the said Rio Vista Drive; thence with Rio Vista Drive (50' ROW) North 27 degrees 53 minutes 00 seconds West 50.00' to the point of beginning, containing 0.19 ac. more or less.

Tract II: (334 Rio Vista Dr. for informational purpose only):

Land in Davidson County, Tennessee and being described according to a survey by J. Bruce Rainey, Surveyor No. 823 dated September 28, 2017 and known as Job No. 170149 as follows:

Beginning at a point on the easterly margin of Rio Vista Drive, said point of beginning being South 31 degrees 54 minutes 49 seconds East 711.42', and South 27 degrees 53 minutes 00 seconds East 100.00', from a concrete monument located at the intersection of the Southerly margin of Anderson Lane with the (westerly) margin of said Rio Vista Drive; thence leaving the easterly margin of Rio Vista Drive North 62 degrees 07 minutes 42 seconds East passing a witness pin at 107.57, in all 165 00' to the low water mark of the Cumberland River; thence with the said Low water mark South 27 degrees 52 minutes 18 seconds East 50.00' to a point; thence leaving the said River South 62 degrees 07 minutes 42 seconds West passing a witness iron pin at 56.77' in all 164.83' to an iron pin set on the Easterly margin of the said Rio Vista Drive; thence with Rio Vista Drive (50' ROW) North 27 degrees 53 minutes 00 seconds West 50.00' to the point of beginning, containing 0.19 acres more or less.

Tract III: (338 Rio Vista Dr. for informational purpose only):

Land in Davidson County, Tennessee and being described according to a survey by J. Bruce Rainey, Surveyor No. 823 dated September 28, 2017 and known as Job No. 170149 as follows:

Beginning at a point on the easterly margin of Rio Vista Drive, said point of beginning being South 31 degrees 54 minutes 49 seconds East 711.42', and South 27 degrees 53 minutes 00 seconds East 50.00', from a concrete monument located at the intersection of the Southerly margin of Anderson Lane with the (Westerly) margin of said Rio Vista Drive; thence leaving the Easterly margin of Rio Vista Drive North 62 degrees 07 minutes 42 seconds East passing a witness pin at 105.36, in all 165.00' to the low water mark of the Cumberland River; thence with the said Low water mark South 27 degrees 52 minutes 18 seconds East 50.00' to a point; thence leaving the said River South 62 degrees 07 minutes 42 seconds West passing a witness iron pin at 57.43' in all 165.00' to an iron pin set on the easterly margin of the said Rio Vista Drive; thence with Rio Vista Drive (50' ROW) North 27 degrees 53 minutes 00 seconds West 50.00' to the point of beginning, containing 0.19 acres more or less.

Tract IV: (342 Rio Vista Dr. for informational purpose only):

Land in Davidson County, Tennessee and being described according to a survey by J. Bruce Rainey, Surveyor No. 823 dated September 28, 2017 and known as Job No. 170149 as follows:

Beginning at a point on the Easterly margin of Rio Vista Drive, said point of beginning being South 31 degrees 54 minutes 49 seconds East 711.42' from a concrete monument located at the intersection of the Southerly margin of Anderson Lane with the (Westerly) margin of said Rio Vista Drive; thence leaving the easterly margin of Rio Vista Drive North 62 degrees 07 minutes 42 seconds East passing a witness pin at 100.88, in all 164.86' to the low water mark of the Cumberland River;

thence with the said Low water mark South 27 degrees 52 minutes 18 seconds East 50.00' to a point; thence leaving the said River South 62 degrees 07 minutes 42 seconds West passing a witness iron pin at 59.64' in all 165.00' to an iron pin set on the Easterly margin of the said Rio Vista Drive; thence with Rio Vista Drive (50' ROW) North 27 degrees 53 minutes 00 seconds West 50.00' to the point of beginning, containing 0.19 acres more or less.

Being the same property conveyed to Spencer Mill Properties TN, LLC by Warranty Deed from Precision Property Restoration, LLC, a Tennessee Limited Liability Company of record in Instrument No. 20240911-0070035, Register's Office for Davidson County, Tennessee. And being the same property further conveyed to Rio Vista Dr Madison TN Development, LLC by Quitclaim Deed from Spencer Mill Properties TN, LLC of record in Instrument No. 20240925-0074333.

The street addresses of the property are believed to be (i) 330 Rio Vista Drive, Madison, Tennessee 37115, (ii) 332 Rio Vista Drive, Madison, Tennessee 37115, (iii) 334 Rio Vista Drive, Madison, Tennessee 37115, (iv) 336 Rio Vista Drive, Madison, Tennessee 37115, (v) 338 Rio Vista Drive, Madison, Tennessee 37115, (vi) 340 Rio Vista Drive, Madison, Tennessee 37115, (vii) 342 Rio Vista Drive, Madison, Tennessee 37115, and (viii) 344 Rio Vista Drive, Madison, Tennessee 37115, but such addresses are not part of the Legal Description of the property. In the event of any discrepancy, the Legal Description herein shall control. The Legal Description is drawn from recorded documents or provided by third parties, and the Substitute Trustee makes no warranty or representation regarding the accuracy of the Legal Description.

To have and to hold the said tract or parcel of land with the appurtenances, estate, title and interest thereto belonging to the Buyer, its successors, and assigns, forever.

The Substitute Trustee covenants with the said Buyer 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 that may take priority over the Deed of Trust. This sale is also subject to any matter that inspection and/or an accurate survey of the premises might disclose.

The Substitute Trustee, and not Individually, further covenants and binds himself, his successors and assigns, to warrant and forever defend the title to said real estate to the Buyer, its successors and assigns, against the lawful claims of any person claiming by or through him as Substitute Trustee, but no further or otherwise, it being the intention of the Substitute Trustee only to convey to Buyer no greater title in the subject real estate than he received as Substitute Trustee and that, as Substitute Trustee, he has the right to sell and convey.

THIS PROPERTY IS SOLD AS IS, WHERE IS AND WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, AND SUBJECT TO ANY PRIOR LIENS OR ENCUMBRANCES, IF ANY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE PROPERTY IS SOLD WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, RELATING TO TITLE, MARKETABILITY OF TITLE, POSSESSION, QUIET ENJOINMENT OR THE LIKE AND WITHOUT ANY EXPRESSED OR IMPLIED WARRANTIES OF MERCHANTABILITY, CONDITION, QUALITY OR FITNESS FOR A GENERAL OR PARTICULAR USE OR PURPOSE.

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 my hand this 29th day of January, 2026.

Sam J. McAllester III, Substitute Trustee, and not Individually

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Kimberley J. Raymond, a Notary Public of this county, Sam J. McAllester III, Substitute Trustee and not Individually, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that s/he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office this 29th day of January, 2026.

NOTARY PUBLIC

My Commission Expires: 5-8-29

KIMBERLEY J. RAYMOND
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $2,360,205.95.

AFFIANT

Subscribed and sworn before me on this 29th day of January, 2026.

NOTARY PUBLIC

My Commission Expires: 5-8-29

KIMBERLEY J. RAYMOND
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

CERTIFICATE OF AUTHENTICITY

I, Sam J. McAllister III, 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 1/29/2026 (date of document).

Affiant Signature

1/29/2026
Date

STATE OF TENNESSEE

COUNTY OF Davidson

Sworn to and subscribed before me this 29th day of January, 2026.

Notary's Signature

My Commission Expires: 5-8-29.

KIMBERLEY J. RAYMOND
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY