




10.30± Acres with Over 2,000± Sq Ft Block Building Recording Studio

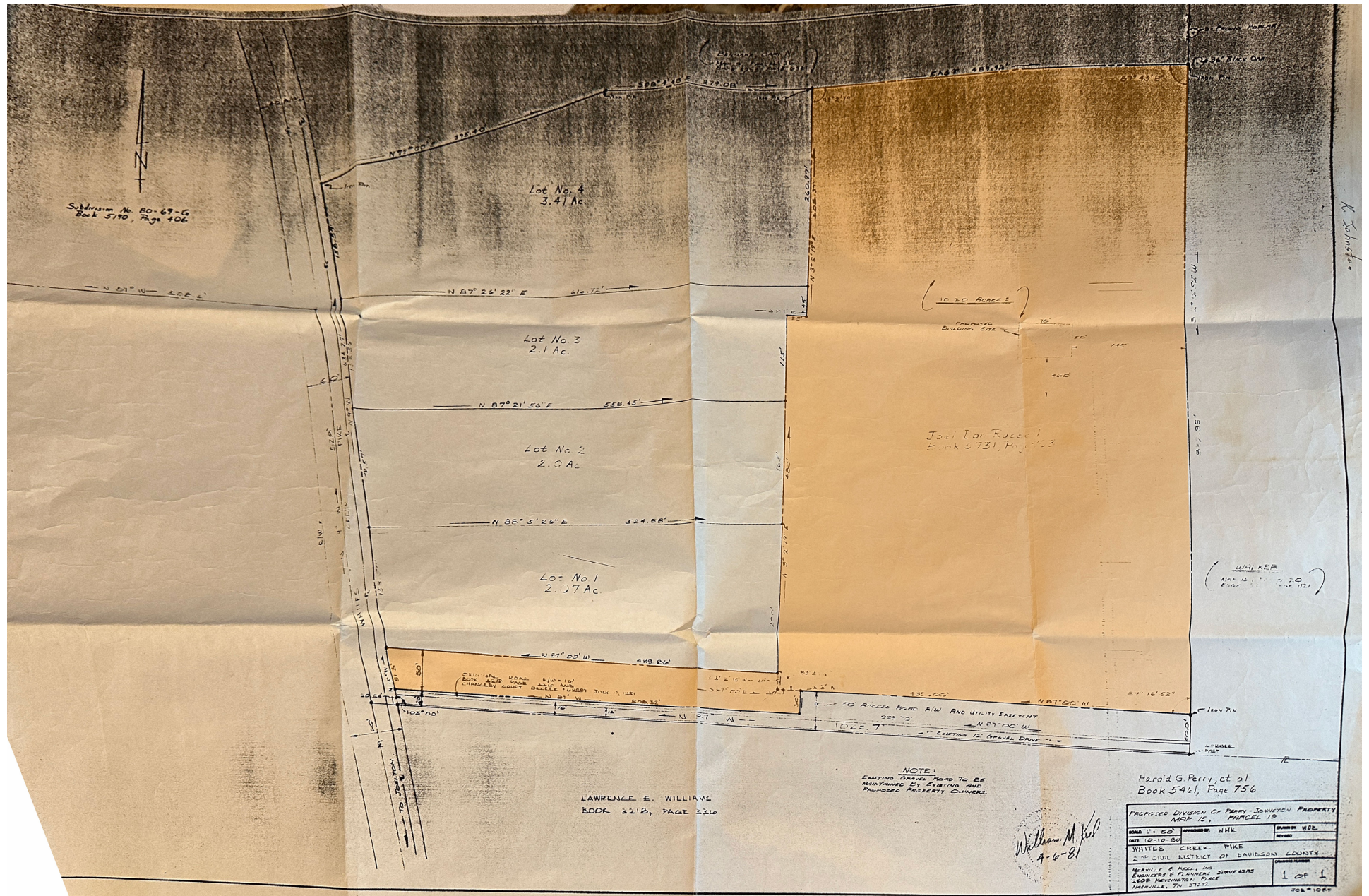
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1980-Plat



Auction Sales Map



Curtain Drain Easement



THIS INSTRUMENT PREPARED BY:
HOWARD M. SKIPWORTH, ESQ.
6408 CLARKSVILLE HIGHWAY
JOELTON, TN 37080

Davidson County ESMT
Recvd: 08/04/08 10:06 3 pgs
Fees: 17.00 Taxes: 0.00

20080804-0079775

EASEMENT FOR INTERCEPTOR/CURTAIN DRAIN

FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DAVID MARTIN ("Grantor") hereby grants and conveys to JAMES GRAEME MAXWELL AND SINDY SUE MAXWELL, HUSBAND AND WIFE, ("Grantee"), their successors, heirs and assigns, a perpetual and exclusive easement ("Easement") in, under, upon, about, over and through the property described in the Deed of record in Book 11628, page 382, Register's Office for Davidson County, Tennessee. ("Property").

1. Grant. The easement granted hereby shall be for an interceptor/curtain drain, from, upon and over the Property described to provide drainage for the adjoining property owned by Grantee, which property is of record in Instrument No. 20080220-0016693, Register's Office for Davidson County, Tennessee. Said easement is more particularly described as per Exhibit "A" attached hereto and incorporated herein by reference ("Easement").

2. No Interference. Grantor shall not interfere with the Grantee's construction of such interceptor/curtain drain within the Easement.

5. Termination. This Easement shall be terminated at any time by an instrument executed for such purpose, signed by all of the parties hereto and recorded in the Register's Office for Davidson County, Tennessee.

6. Amendment. This Easement shall be amended only by a written and recorded instrument signed by the parties or the then current owner of the Property and the Easement.

7. This Easement shall run with the land and be binding upon and inure to the benefit of the parties hereto, their successors and assigns, heirs, beneficiaries and personal representatives FOREVER.

8. Governing. This Easement shall be governed by and construed and enforced in accordance with the laws of the State of Tennessee.

SIGNED on this the 2nd day of August, 2008.

GRANTOR

DAVID MARTIN

GRANTEE

JAMES GRAEME MAXWELL

SINDY SUE MAXWELL



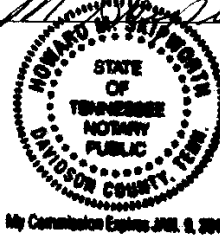
STATE OF TENNESSEE :

COUNTY OF DAVIDSON :

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, DAVID MARTIN, the within named bargainer with whom I am personally acquainted (or who proved TO ME upon satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Joelton, Tennessee, on this the 2nd day of August, 2008.

Howard M. Skipworth
notary public



My commission expires: _____

STATE OF TENNESSEE :

COUNTY OF DAVIDSON :

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, JAMES GRAEME MAXWELL AND SINDY SUE MAXWELL, HUSBAND AND WIFE, the within named bargainors with whom I am personally acquainted (or who proved TO ME upon satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at JOELTON, Tennessee, on this the 2nd day of August, 2008.

Howard M. Skipworth
notary public



My commission expires: _____

NOTICE TO REGISTOR
RETURN RECORDED DOCUMENT TO:
HOWARD M. SKIPWORTH
ATTORNEY AT LAW
P. O. BOX 489
JOELTON, TN 37080

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE,
WHICHEVER IS GREATER FOR THIS TRANSFER IS

\$ 0
AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME, THIS
THE 2nd DAY OF August, 2008.

Chad J. Johnson
Deputy Register

EXHIBIT 'A'

Being an interceptor drain easement upon a tract of land owned by David Martin in Book 11628, page 382, Register's Office for Davidson County, Tennessee, as follows:

Beginning at a point at the most southwest corner of the above said James Maxwell in Instrument No. 20080220-0016693, said Register's Office for Davidson County, Tennessee, said point being the most southeast corner of the herein described easement; thence leaving said Maxwell upon the property of the above-stated said David Martin, of record in Book 11628, page 328, said Register's Office, N 87 deg. 01' 43" W, 30.00'; thence N 02 deg. 16' 52" E, 200.00'; thence S 87 deg. 01' 43" E, 30.00' to a point in the previous said Maxwell's westerly line; thence with Maxwell's westerly line S 02 deg. 16' 52" W, 200.00' to the point of beginning, containing 6,000 square feet, more or less.

Being a portion of the property conveyed to David Martin, by Deed of record in Book 11628, page 382, Register's Office for Davidson County, Tennessee.

Deed in Book 5731 Page 703 Indicating Restrictive Covenants



BOOK 5731 PAGE 703 *File Book 41*

Form No. WD-1

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICH EVER IS GREATER, FOR THIS TRANSFER IS, 21,000.00

THIS INSTRUMENT PREPARED BY
HOWSER, THOMAS, SUMMERS,
BINKLEY & ARCHER ATTORNEYS
300 COURT SQUARE BUILDING
NASHVILLE, TENN. 37201

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 10th DAY OF April, 1981

MY COMMISSION EXPIRES: (AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY
Guaranty Escrow Services, 705 American Trust Bldg., Nashville, TN.

NAME		ADDRESS	MAP-PARCEL NUMBERS
Joel Don Russell et ux		Same	15-19
527-B Donald Street			
Goodlettsville, TN 37072			

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE, HAROLD GLEN PERRY and wife, MARY W. PERRY, 1/2 undivided interest;
and KARL W. JOHNSTON and wife, SUE JOHNSTON, 1/2 undivided interest

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO JOEL DON RUSSELL and wife, TERRI RUSSELL

HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS: TO-WIT:

LAND in the 2nd Civil District of Davidson County, Tennessee, described according to a survey by Merville & Keel, Inc., dated October 10, 1980, as follows:

BEGINNING at an iron pin in the easterly margin of Whites Creek Pike, said point being N 10 deg. W 20.54 feet from the northwest corner of the property conveyed to Lawrence E. Williams and wife, Bonnie Sue Williams, by deed from Lenora Baxter and husband, Leonard Baxter, of record in Book 3218, page 336, of the Register's Office for Davidson County; thence, with the easterly margin of Whites Creek Pike, N 10 deg. 00' W 51.30 feet to an iron pin; thence, leaving said roadway, S 87 deg. 00' E 489.86 feet to an iron pin; thence, N 3 deg. 2' 19" E 480.00 feet to an iron pin; thence, S 87 deg. 00' E 25.0 feet to an iron pin; thence, N 3 deg. 2' 19" E 305.97 feet to an iron pin in the southerly boundary of the property conveyed to Gary N. Benmark and wife, Leslie A. Benmark, by deed from Virginia L. Young, of record in Book 5233, page 656, of the Register's Office for Davidson County; thence, with Benmark's southerly boundary, East 489.92 feet to an iron pin at the base of a Black Oak tree, said point being in the westerly boundary of the property conveyed to Joe Walker, Jr., and wife, Emma Mae Walker, by deed from Helen Morrison and husband, Louis W. Morrison, of record in Book 1031, page 421, of said Register's Office; thence, with Walker's westerly boundary, S 2 deg. 16' 52" W 832.33 feet to an iron pin in the northerly margin of a 50 foot wide roadway; thence, N 87 deg. 00' W 495.0 feet to an iron pin; thence, S 3 deg. 00' W 30.0 feet to an iron pin; thence, N 87 deg. 00'

-Continued-

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns forever, and we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, unless otherwise herein set out, and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. 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.

Witness OUR hand S this 10th day of April, 1981

HAROLD GLEN PERRY
MARY W. PERRY
KARL W. JOHNSTON
SUE JOHNSTON

Deed in Book 5731 Page 703 Indicating Restrictive Covenants



STATE OF TENNESSEE
Davidson County

BOOK 5731 PAGE 704

Personally appeared before me, _____ the undersigned _____, a Notary Public in and for said County and State, the within named Harold Glen Perry and wife, Mary W. Perry and Karl W. Johnston and wife, Sue Johnston

the bargainor S, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained. Witness my hand and official seal Nashville, Tennessee, this 10th day of April

Commission expires 7-18-24 Notary Public: [Signature]

STATE OF TENNESSEE }
Davidson County

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____ (his oath) (himself) with whom I am personally acquainted and who upon (their several oaths) acknowledged (themselves) to be the _____ and _____ respectively of the _____ the within named bargainor, and corporation, and that (he) as such _____ (they) and _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation, by the said _____ as such _____, and attesting the same by the said _____ as such _____

Witness my hand and official seal at office at _____ on this the _____ day of _____, 19 _____

My commission expires _____ Notary Public

WARRANTY DEED

FROM

Harold Glen Perry et al

TO

Joel Don Russell and wife,

Terri Russell

HOWSER, THOMAS, SUMMERS
BINKLEY & ARCHER, ATTYS.
300 JAMES ROBERTSON PKWY.
NASHVILLE, TN 37201



Deed in Book 5731 Page 703 Indicating Restrictive Covenants



-Legal Description Continued-

BOOK 5731 PAGE 705

W 508.32 feet to the point of beginning; containing 10.30 acres, more or less.

BEING part of the same property conveyed to Harold Glen Perry and wife, Mary W. Perry, 1/2 undivided interest, and Karl W. Johnston and wife, Sue Johnston, 1/2 undivided interest, by deed from Raymond L. Barrett, Clerk and Master of the Chancery Court, of record in Book 5461, page 756, Register's Office for Davidson County, Tennessee.

SAID Grantees and any future owners hereby agree to transfer in fee, without any costs, upon the request of the owner of the property to the east of subject property and any subsequent owners, now owned by Joe Walker, Jr. and wife, of record in Book 1031, page 421, Register's Office for said County, the hereinafter described property, to be used to build a roadway and to be approved by the Metropolitan Government, said property is described as follows:

BEGINNING at an iron pin in the easterly margin of Whites Creek Pike, said pin being N 10 deg. W 20.54 feet from the northwest corner of the property conveyed to Lawrence E. Williams and wife, of record in Book 3218, page 336, Register's Office for said County; thence with the easterly margin of Whites Creek Pike N 10 deg. W 51.30 feet to an iron pin; thence S 87 deg. 00' E 489.86 feet to an iron pin; thence S 3 deg. 2' 19" W 20 feet; thence S 87 deg. 00' E 30 feet to an iron pin; thence S 3 deg. 00' W 30 feet to an iron pin; thence N 87 deg. 00' W 508.32 feet to the beginning.

This conveyance is subject to the following restrictions:

1. No permanent house trailers; trailers will be permitted for a maximum of one year while house is under construction.
2. No basement dwelling permitted.
3. Minimum of 1,450 square feet of living area.
4. No out buildings closer to 50 foot easement than dwelling or within 200 feet of easement.
5. No swine or fowl permitted.

G 36994

IDENTIF. REFERENCE

APR 13 8 54 AM '81

FELIX Z. WILSON, II, REGISTER
DAVIDSON COUNTY, TENN.



Deed in Book 5731 Page 703 Indicating Restrictive Covenants



McLEMORE
AUCTION COMPANY

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF BOOK 5731 PAGE 706
FOR _____

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	COTX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			21000.00~	CO
			54.60	CO TX
			.50	PRFEE
			9.00	WDEED
			CHECK	64.10~
			9692A04/13/81 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 3 6 9 9 4
IDENTIF. REFERENCE
APR 13 8 54 AM '81
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

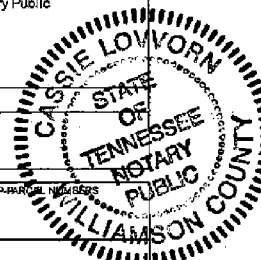
No. 816202



Existing Deed



Davidson County DEEDWARR Recvd: 10/28/16 14:59 3 pgs Fees:18.00 Taxes:2035.00 20161028-0114306		STATE OF Tennessee COUNTY OF Davidson THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS \$550,000.00 <i>Garnie Elvey</i> Agent Subscribed and sworn to before me, this 27th DAY OF October, 2016. <i>Cary</i> Notary Public MY COMMISSION EXPIRES: 3/31/19 (AFFIX SEAL)	
WARRANTY DEED KW16-7594			
THIS INSTRUMENT WAS PREPARED BY Homeland Title, LLC 1896 General George Patton Drive Franklin, TN 37057			
ADDRESS NEW OWNER(S) AS FOLLOWS: (NAME)		SEND TAX BILLS TO: (NAME)	
Library Properties, LLC		Library Properties, LLC	
7594 Whites Creek Pike (ADDRESS)		7594 Whites Creek Pike (ADDRESS)	
Joelton, TN 37080-8640 (CITY) (STATE) (ZIP)		Joelton, TN 37080-8640 (CITY) (STATE) (ZIP)	
		015-190.00	



For and in consideration of the sum of TEN DOLLARS, cash in hand, paid hereinafter named Grantee(s), and other good and valuable considerations, the receipt of which is hereby acknowledged, we DAVIDA A. MARTIN AND WIFE, CAROLYN R. MARTIN, hereinafter called the Grantor(s), have bargained and sold, and by these presents do transfer and convey unto LIBRARY PROPERTIES, LLC, hereinafter called the Grantee(s), their heirs and assigns, that certain tract or parcel of land in DAVIDSON COUNTY, STATE OF TENNESSEE, described as follows, to wit:

Land in the 2nd Civil District of Davidson County, Tennessee, described according to a survey by Merville & Keel, Inc., dated October 10, 1980, as follows:

Beginning at an iron pin in the easterly margin of Whites Creek Pike, said point being North 10 degrees West 20.54 feet from the northwest corner of the property conveyed to Lawrence B. Williams and wife, Bonnie Sue Williams, by deed from Lenora Baxter and husband, Leonard Baxter, of record in Book 3218, Page 336, of the Register's Office for Davidson County; thence, with the easterly margin of Whites Creek Pike, North 10 degrees 00 minutes West 51.30 feet to an iron pin; thence, leaving said roadway, South 87 degrees 00 minutes East 489.86 feet to an iron pin; thence, North 3 degrees 2 minutes 19 seconds East 480.00 feet to an iron pin; thence, South 87 degrees 00 minutes East 25.0 feet to an iron pin; thence, North 3 degrees 2 minutes 19 seconds East 305.97 feet to an iron pin in the southerly boundary of the property conveyed to Gary N. Benmark and wife, Leslie A. Benmark, by deed from Virginia L. Young, of record in Book 5233, Page 656, of the Register's Office for Davidson County; thence, with Benmark's southerly boundary, East 489.92 feet to an iron pin at the base of a Black Oak tree, said point being in the westerly boundary of the property conveyed to Joe Walker, Jr., and wife, Emma Mae Walker, by deed from Helen Morrison and husband, Louis W. Morrison, of record in Book 1031, Page 421, of said Register's Office; thence, with Walker's westerly boundary, South 2 degrees 16 minutes 52 seconds West 832.33 feet to an iron pin in the northerly margin of a 50 foot wide roadway; thence, North 87 degrees 00 minutes West 495.0 feet to an iron pin; thence, South 3 degrees 00 minutes West 30.0 feet to an iron pin; thence, North 87 degrees 00 minutes West 508.32 feet to the point of beginning, containing 10.30 acres, more or less.

Said property is conveyed subject to the following provision set out in deed of record in Book 5731, Page 703, Register's Office for Davidson County, Tennessee.

Said Grantees and any future owners hereby agree to transfer in fee, without any costs, upon the request of the owner of the property to the east of subject property and any subsequent owners, now owned by Joe Walker, Jr. and wife, of record in Book 1031, Page 421, Register's Office for said County, the hereinafter described property, to be used to build a roadway and to be approved by the Metropolitan Government, said property is described as follows:

Beginning at an iron pin in the easterly margin of Whites Creek Pike, said pin being North 10 degrees West 20.54 feet from the northwest corner of the property conveyed to Lawrence E. Williams and wife, of record in Book 3218, Page 336, Register's Office for said County; thence with the easterly margin of Whites Creek Pike North 10 degrees West 51.30 feet to an iron pin; thence South 87 degrees 00 minutes East 489.86 feet to an iron pin; thence South 3 degrees 2 minutes 19 seconds West 20 feet; thence South 87





degrees 00 minutes East 30 feet to an iron pin; thence South 3 degrees 00 minutes West 30 feet to an iron pin; thence North 87 degrees 00 minutes West 508.32 feet to the beginning.

Being the same property conveyed to David A. Martin and wife, Carolyn R. Martin by Warranty Deed from Anna Ruth Holzknecht, unmarried, of record in Book 11628, Page 382, Register's Office for Davidson County, Tennessee, dated August 17, 1999 and recorded on August 20, 1999.

This conveyance is subject to A) property taxes, which have been prorated and assumed by the Grantee(s) herein; B) Instruments of record in Instrument No. 200007170070181, Book 5731, Page 703, Instrument No. 20080804-0079775, Register's Office for Davidson County, Tennessee.

unimproved ()
 This is Improved (X) property, known as 7594 Whites Creek Pike, Joelton, Tennessee 37080-8640
(House Number) (Street) (PO Address) (City or Town) (Postal ZIP)

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE(S), their heirs and assigns forever; and we do covenant with the said GRANTEE(S) that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEE(S), their heirs and assigns, against the lawful claims of all persons whomsoever. 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.

Witness my/our hand(s) this 27th day of October, 2016.

David A. Martin
 David A. Martin
Carolyn R. Martin
 Carolyn R. Martin

STATE OF Indiana
 COUNTY OF Allen

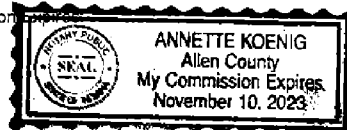
On this the 28th day of October, 2016, before me personally appeared David A. Martin and wife, Carolyn R. Martin to me known (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument for the purpose therein contained.

Witness my hand and official seal, this the 28th day of October, 2016.

Annette Koening
 Notary Public

My Commission Expires

(SEAL)



RETURN TO:
 Homeland Title, LLC
 1896 General George Patton
 Franklin, TN 37067
 Phone: (615)599-9958



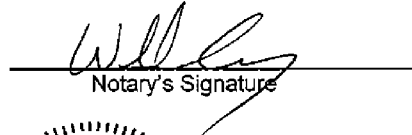
True Copy Certification

I, Jamie Ivey, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration therewith and that this is a true and correct copy of the original document executed and authenticated according to law.

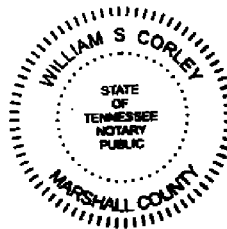

Signature

State of Tennessee
County of Williamson

Personally appeared before me, William S. Corley, a notary public for this county and state, Jamie Ivey, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.


Notary's Signature

My Commission Expires: 06/28/2017



Form of Agreement of Purchase and Sale



AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT is dated for reference on April 16, 2024

BETWEEN:

Michael Gigandet, Trustee in Case No: 3:24-bk-00047
208 Centre St
Pleasant View, TN 37146
(615) 746-4949
michael@mgigandet.com
(the "Seller")

AND

[Purchaser.FirstName] [Purchaser.LastName]
[Purchaser.StreetAddress]
[Purchaser.City], [Purchaser.State] [Purchaser.PostalCode]
[Purchaser.Phone]
[Purchaser.Email]
(the "Purchaser").

1. AGREEMENT TO PURCHASE: The Purchaser agrees to purchase from the Seller the property (the "Property") legally described on Exhibit A hereto, together with all buildings, improvements, and appurtenances thereon, on the following terms and conditions:
 1. HIGH BID PRICE: \$[High Bid Price]
 2. 10% BUYER'S PREMIUM: \$[Buyer's Premium Amount]
 3. PURCHASE PRICE: \$[Purchase Price]
 4. The Purchase Price shall be paid as follows:
 1. Deposit: Concurrently with the execution and delivery of this Agreement, the Purchaser shall pay to Attorneys Title Company, 2927 Berry Hill Dr, Nashville, TN 37204, USA, (615) 289-9716, jtc@johntcook.com, John Cook, Contact. (the "Title Company"), as Escrow Agent, an earnest money deposit (the "Deposit") of 15% of the Purchase Price, in the amount of \$[Deposit Amount]. The Deposit shall be non-refundable except as provided in Section 9 of this Agreement.
 2. Balance of Purchase Price: The balance of the Purchase Price, plus or minus prorations as set forth below, shall be paid by the Purchaser at



Closing (as defined below) by wire transfer or cashier's check, payable to the Title Company, as Escrow Agent.

3. The Purchaser acknowledges and agrees that its obligations under this Agreement are not contingent or conditioned upon the Purchaser obtaining financing from any lender.
2. CLOSING: The closing (the "Closing") of the purchase shall occur on or before 4:00 pm, local time, on May 16, 2024. The Closing shall occur at the offices of the Title Company. At Closing, the Seller shall deliver to the Purchaser a warranty deed in recordable form conveying fee simple title to the Property free and clear of all liens, subject to such permitted encumbrances and exceptions to title set out in the Title Commitment.
3. POSSESSION: The Purchaser will receive possession at closing.
4. CLOSING COSTS:
 1. The Seller shall pay the following closing costs:
 1. Costs to search the title and prepare the title commitment;
 2. Costs to prepare the deed;
 3. 50% of the closing agent's cost to close the sale; and
 4. Any legal counsel retained by Owner in connection with the conveyance of the Property.
 2. The Purchaser shall pay the following costs:
 1. The cost of the standard owner's ALTA title policy, if Purchaser chooses to have a title policy issued;
 2. Any special endorsements to the title policy;
 3. Any costs associated with title insurance issued in favor of Purchaser's lenders, if any;
 4. All costs arising from or relating to any loan sought by Purchaser to finance the conveyance;
 5. All recording costs, transfer taxes and mortgage taxes arising from the deed, deed of trust and any other financing documents required by Purchaser's lenders, if any;
 6. 50% of the closing agent's cost to close the sale; and
 7. Any legal counsel retained by Purchaser in connection with the conveyance of the Property.
5. PRORATIONS / TAXES: Taxes for the year of closing will be prorated between the parties, and Seller will be responsible for any delinquent taxes. If the tax assessment for the calendar year of closing is not known at the Closing Date, the proration will be based on taxes for the previous tax year.

6. INTENTIONALLY DELETED.
7. TITLE: Purchaser hereby agrees to accept title to the Property subject to:
 1. liens for taxes not yet due and payable,
 2. easements for public utilities affecting the Property
 3. all other easements or claims to easements, covenants, restrictions, and rights-of-way affecting the Property,
 4. rights and claims of parties in possession, and
 5. All applicable zoning ordinances and other land use laws and regulations shall be deemed as permitted title exceptions.
8. CONDITION OF THE PROPERTY: The purchaser shall accept the Property in an “as-is” condition as of the Closing Date, and purchaser specifically agrees that the Seller has not and does not make any representations or warranties of any kind whatsoever, express or implied, to the purchaser regarding the Property OR ANY IMPROVEMENTS THEREON INCLUDING, WITHOUT LIMITATION, ANY ZONING RESTRICTIONS, THE DIMENSION OR ACREAGE OF THE PROPERTY OR IMPROVEMENTS, any aspect of the condition of the Property or improvements or the fitness of the Property or improvements for any intended or particular use, any and all such representations or warranties, express or implied, being hereby expressly waived by the purchaser and disclaimed by the Seller. The Purchaser represents and warrants to the Seller that the Buyer has not been induced to execute this Agreement by any act, statement or representation of the Seller or its agents, employees or representatives. The Purchaser acknowledges and agrees that it is the Purchaser's responsibility to make such legal, factual and other inquiries and investigations as the Purchaser considers necessary with respect to the Property, and the Purchaser hereby represents and warrants that they have executed this Agreement based solely on their own independent due diligence and investigation, and not in reliance upon any information provided by the Seller or McLemore Auction Company, LLC or their agents, employees, or representatives.
9. BREACH OF CONTRACT BY SELLER: If the Seller defaults in the performance of any of its obligations hereunder and Closing fails to occur by reason thereof, the Purchaser may terminate this Agreement and shall be entitled to the return of the Deposit.
10. BREACH OF CONTRACT BY PURCHASER: If the Purchaser defaults in the performance of any of its obligations hereunder and Closing fails to occur by reason thereof, the Deposit shall be forfeited to the Seller.
11. AUCTIONEER'S AGENCY DISCLOSURE: The Purchaser acknowledges that McLemore Auction Company, LLC, the auctioneer of the Property, is acting as a single agent representing the Seller exclusively in this transaction and is not acting as a

subagent, a buyer's agent, a facilitator or a limited consensual dual agent in connection with this transaction.

12. OTHER:

1. Time: Time is of the essence hereof.
2. Counterparts: This Agreement may be executed in any number of original counterparts, with the same effect as if all the parties had signed the same document, and will become effective when one or more counterparts have been signed by all of the parties and delivered to each of the other parties. All counterparts will be construed together and evidence only one agreement, which, notwithstanding the dates of execution of any counterparts, will be deemed to be dated the date first above written.
3. Electronic Execution: This Agreement may be executed by the parties and transmitted by fax, email, Internet and/or other electronic means and if so executed and transmitted this Agreement will be for all purposes as effective as if the parties had executed and delivered an original Agreement.
3. Notices: All notices under this Agreement shall be deemed delivered when personally delivered or sent by registered mail or courier service to the address of either party as set forth on page 1 above.
4. Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors, administrators, executors and permitted assigns.
5. Choice of Law: This Agreement shall be interpreted according to the laws of the state in which the Property is located.
6. Enforcement Costs: In the event it becomes necessary for the Seller, the Purchaser or McLemore Auction Company, LLC to enforce this Agreement through litigation, the prevailing party shall be entitled to recover all of its costs of enforcement, to include attorneys' fees, court costs, costs of discovery and costs of all appeals.
7. Entire Agreement: This Agreement constitutes the entire agreement between the Purchaser and the Seller, and all prior agreements and understandings, whether written or oral, are merged herein.
8. Conveyance Instructions: The Property shall be conveyed to the Purchaser and the Purchaser hereby directs Seller to execute and deliver the deed to the Purchaser.
 1. The above notwithstanding, the Purchaser may direct the Seller to execute and deliver the deed to an alternative party (the "Deed Grantee") by notifying the Title Company a minimum of 3 business days before the



Closing. If the Deed Grantee is different than the party executing this Contract as Purchaser, then:

1. if requested by Seller, Purchaser will, before Closing, execute and deliver an appropriate instrument prepared or approved by Seller assigning Purchaser's rights to acquire the Property to the Deed Grantee; and
2. the Purchaser shall nevertheless be bound by all of the terms of the Contract unless Seller hereafter agrees in writing to release Purchaser from this Contract.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

SELLER:

Michael Gigandet, Trustee in Case No: 3:24-bk-00047

PURCHASER:

[Purchaser.FirstName] [Purchaser.LastName]

Exhibit A: Description of Property

Land in the 2nd Civil District of Davidson County, Tennessee, described according to a survey by Merville & Keel, Inc., dated October 10, 1980, as follows:

Beginning at an iron pin in the easterly margin of Whites Creek Pike, said point being North 10 degrees West 20.54 feet from the northwest corner of the property conveyed to Lawrence B. Williams and wife, Bonnie Sue Williams, by deed from Lenora Baxter and husband, Leonard Baxter, of record in Book 3218, Page 336, of the Register's Office for Davidson County; thence, with the easterly margin of Whites Creek Pike, North 10 degrees 00 minutes West 51.30 feet to an iron pin; thence, leaving said roadway, South 87 degrees 00 minutes East 489.86 feet to an iron pin; thence, North 3 degrees 2 minutes 19 seconds East 480.00 feet to an iron pin; thence, South 87 degrees 00 minutes East 25.0 feet to an iron pin; thence, North 3 degrees 2 minutes 19 seconds East 305.97 feet to an iron pin in the southerly boundary of the property conveyed to Gary N. Benmark and wife, Leslie A. Benmark, by deed from Virginia L. Young, of record in Book 5233, Page 656, of the Register's Office for Davidson County; thence, with Benmark's southerly boundary, East 489.92 feet to an iron pin at the base of a Black Oak tree, said point being in the westerly boundary of the property conveyed to Joe Walker, Jr., and wife, Emma Mae Walker, by deed from Helen Morrison and husband, Louis W. Morrison, of record in Book 1031, Page 421, of said Register's Office; thence, with Walker's westerly boundary, South 2 degrees 16 minutes 52 seconds West 832.33 feet to an iron pin in the northerly margin of a 50 foot wide roadway; thence, North 87 degrees 00 minutes West 495.0 feet to an iron pin; thence, South 3 degrees 00 minutes West 30.0 feet to an iron pin; thence, North 87 degrees 00 minutes West 508.32 feet to the point of beginning, containing 10.30 acres, more or less.

Said property is conveyed subject to the following provision set out in deed of record in Book 5731, Page 703, Register's Office for Davidson County, Tennessee.

Said Grantees and any future owners hereby agree to transfer in fee, without any costs, upon the request of the owner of the property to the east of subject property and any subsequent owners, now owned by Joe Walker, Jr. and wife, of record in

Book 1031, Page 421, Register's Office for said county, the hereinafter described property, to be used to build a roadway and to be approved by the Metropolitan Government, said property is described as follows:

Beginning at an iron pin in the easterly margin of Whites Creek Pike, said pin being North 10 degrees West 20.54 feet from the northwest corner of the property conveyed to Lawrence E. Williams and wife, of record in Book 3218, Page 336, Register's Office for said County; thence with the easterly margin of Whites Creek Pike North 10 degrees West 51.30 feet to an iron pin; thence South 87 degrees 00 minutes East 489.86 feet to an iron pin; thence South 3 degrees 2 minutes 19 seconds West 20 feet; thence South 87 degrees 00 minutes East 30 feet to an iron pin; thence South 3 degrees 00 minutes West 30 feet to an iron pin; thence North 87 degrees 00 minutes West 508.32 feet to the beginning.

Being the same property conveyed to David A Martin and wife, Carolyn R. Martin by Warranty Deed from Anna Ruth Holzknecht, unmarried, of record in Book 11628, Page 382, Register's Office for Davidson County, Tennessee, dated August 17, 1999 and recorded on August 20, 1999.

Known as 7594 Whites Creek Pk, Joelton, TN 37080

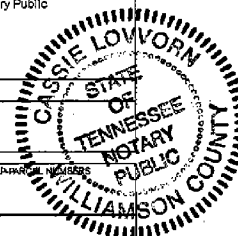


Instrument 201610280114306 Indicating Road Reservation



MCLEMORE
AUCTION COMPANY

Davidson County DEEDWARR Recvd: 10/28/16 14:59 3 pgs Fees: 18.00 Taxes: 2035.00 20161028-0114306		STATE OF Tennessee COUNTY OF Davidson THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS \$550,000.00 <i>Garnie Elvey</i> Agent Subscribed and sworn to before me, this 27th DAY OF October, 2016. <i>Cary</i> Notary Public MY COMMISSION EXPIRES 3/31/19 (AFFIX SEAL)	
WARRANTY DEED KW16-7594			
THIS INSTRUMENT WAS PREPARED BY Homeland Title, LLC 1895 General George Patton Drive Franklin, TN 37067			
ADDRESS NEW OWNER(S) AS FOLLOWS: (NAME) Library Properties, LLC		SEND TAX BILL TO: (NAME) Library Properties, LLC	
7594 Whites Creek Pike (ADDRESS)		7594 Whites Creek Pike (ADDRESS)	
Joelton, TN 37080-8640 (CITY) (STATE) (ZIP)		Joelton, TN 37080-8640 015-190.00 (CITY) (STATE) (ZIP)	



For and in consideration of the sum of TEN DOLLARS, cash in hand, paid hereinafter named Grantee(s), and other good and valuable considerations, the receipt of which is hereby acknowledged, we DAVID A. MARTIN AND WIFE, CAROLYN R. MARTIN, hereinafter called the Grantor(s), have bargained and sold, and by these presents do transfer and convey unto LIBRARY PROPERTIES, LLC, hereinafter called the Grantee(s), their heirs and assigns, that certain tract or parcel of land in DAVIDSON COUNTY, STATE OF TENNESSEE, described as follows, to wit:

Land in the 2nd Civil District of Davidson County, Tennessee, described according to a survey by Merville & Keel, Inc., dated October 10, 1980, as follows:

Beginning at an iron pin in the easterly margin of Whites Creek Pike, said point being North 10 degrees West 20.54 feet from the northwest corner of the property conveyed to Lawrence B. Williams and wife, Bonnie Sue Williams, by deed from Lenora Baxter and husband, Leonard Baxter, of record in Book 3218, Page 336, of the Register's Office for Davidson County; thence, with the easterly margin of Whites Creek Pike, North 10 degrees 00 minutes West 51.30 feet to an iron pin; thence, leaving said roadway, South 87 degrees 00 minutes East 489.86 feet to an iron pin; thence, North 3 degrees 2 minutes 19 seconds East 480.00 feet to an iron pin; thence, South 87 degrees 00 minutes East 25.0 feet to an iron pin; thence, North 3 degrees 2 minutes 19 seconds East 305.97 feet to an iron pin in the southerly boundary of the property conveyed to Gary N. Benmark and wife, Leslie A. Benmark, by deed from Virginia L. Young, of record in Book 5233, Page 666, of the Register's Office for Davidson County; thence, with Benmark's southerly boundary, East 489.92 feet to an iron pin at the base of a Black Oak tree, said point being in the westerly boundary of the property conveyed to Joe Walker, Jr., and wife, Emma Mae Walker, by deed from Helen Morrison and husband, Louis W. Morrison, of record in Book 1031, Page 421, of said Register's Office; thence, with Walker's westerly boundary, South 2 degrees 16 minutes 52 seconds West 532.33 feet to an iron pin in the northerly margin of a 50 foot wide roadway; thence, North 87 degrees 00 minutes West 495.0 feet to an iron pin; thence, South 3 degrees 00 minutes West 30.0 feet to an iron pin; thence, North 87 degrees 00 minutes West 508.32 feet to the point of beginning, containing 10.30 acres, more or less.

Said property is conveyed subject to the following provision set out in deed of record in Book 5731, Page 703, Register's Office for Davidson County, Tennessee.

Said Grantees and any future owners hereby agree to transfer in fee, without any costs, upon the request of the owner of the property to the east of subject property and any subsequent owners, now owned by Joe Walker, Jr. and wife, of record in Book 1031, Page 421, Register's Office for said County, the hereinafter described property, to be used to build a roadway and to be approved by the Metropolitan Government, said property is described as follows:

Beginning at an iron pin in the easterly margin of Whites Creek Pike, said pin being North 10 degrees West 20.54 feet from the northwest corner of the property conveyed to Lawrence E. Williams and wife, of record in Book 3218, Page 336, Register's Office for said County; thence with the easterly margin of Whites Creek Pike North 10 degrees West 51.30 feet to an iron pin; thence South 87 degrees 00 minutes East 489.86 feet to an iron pin; thence South 3 degrees 2 minutes 19 seconds West 20 feet; thence South 87



Instrument 201610280114306 Indicating Road Reservation



MCLEMORE
AUCTION COMPANY

degrees 00 minutes East 80 feet to an iron pin; thence South 3 degrees 00 minutes West 30 feet to an iron pin; thence North 87 degrees 00 minutes West 508.32 feet to the beginning.

Being the same property conveyed to David A. Martin and wife, Carolyn R. Martin by Warranty Deed from Anna Ruth Holzknecht, unmarried, of record in Book 11628, Page 382, Register's Office for Davidson County, Tennessee, dated August 17, 1999 and recorded on August 20, 1999.

This conveyance is subject to A) property taxes, which have been prorated and assumed by the Grantee(s) herein; B) Instruments of record in Instrument No. 200007170070191, Book 5731, Page 703, Instrument No. 20080804-0079775, Register's Office for Davidson County, Tennessee.

unimproved ()
This is Improved (X) property, known as 7594 Whites Creek Pike, Joelton, Tennessee 37080-8640
(House Number) (Street) (RD Address) (City or Town) (Postal ZIP)

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE(S), their heirs and assigns forever; and we do covenant with the said GRANTEE(S) that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEE(S), their heirs and assigns, against the lawful claims of all persons whomsoever. 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.

Witness my hand(s) this 27th day of October, 2016.

David A. Martin
David A. Martin
Carolyn R. Martin
Carolyn R. Martin

STATE OF Indiana
COUNTY OF Allen

On this the 28th day of October, 2016, before me personally appeared David A. Martin and wife, Carolyn R. Martin to me known (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument for the purpose therein contained.

Witness my hand and official seal, this the 28th day of October, 2016.

Annette Koenig
Notary Public

My Commission Expires

(SEAL)



RETURN TO:
Homeland Title, LLC
1896 General George Patton
Franklin, TN 37067
Phone: (615)599-9958





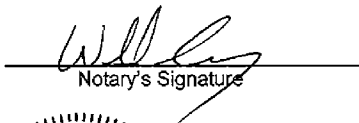
True Copy Certification

I, Jamie Ivey, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration therewith and that this is a true and correct copy of the original document executed and authenticated according to law.

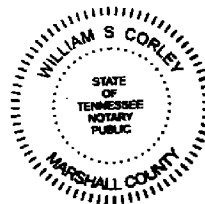

Signature

State of Tennessee
County of Williamson

Personally appeared before me, William S. Corley, a notary public for this county and state, Jamie Ivey, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.


Notary's Signature

My Commission Expires: 06/28/2017



Restrictive Covenant for Detached Structure



Prepared by the Department of Codes Administration

PICK-UP

Instr: 200007170070191 Page: 1 OF 1
REC'D FOR REC 07/17/2000 11:07:05AM
RECORD FEE: \$10.00
M. TAX: \$0.00 T. TAX: \$0.00

RESTRICTIVE COVENANT FOR DETACHED STRUCTURE

IN CONSIDERATION of the issuance of a Gas/Mechanical, Electrical, or Plumbing Permit by the Metropolitan Government of Nashville and Davidson County, for Gas, Electrical, or Water Service for a detached structure other than the principal structure on certain property herein described,

I/We, the undersigned owner(s) of the property located at

7594 WHITES CREEK PIKE

Lot Number Subdivision , further identified as Parcel Number 01500019000, on Property Map Number , being the same property conveyed in Book 11628, Page 382, R. O. D. C., Tennessee, hereby agree, covenant, and bind myself/ourselves, our heirs, and assigns that this structure shall not be used as living quarters, for commercial activity, or any use incongruous with the current Zoning Regulations.

This 17 day of JULY, 2000.

David Martin

NAME

7594 WHITES CREEK PIKE

ADDRESS (STREET and NUMBER)

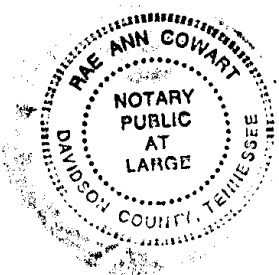
JACKSON TN

CITY and STATE

NAME

ADDRESS (STREET and NUMBER)

CITY and STATE



STATE OF TENNESSEE]

COUNTY OF DAVIDSON]

Before me, RAE ANN COWART, a Notary Public in and for the said State and County, personally appeared DAVID MARTIN, with whom I am personally acquainted, and who upon oath, acknowledge DAVID MARTIN, to be the owner(s) of the property therein described, executed the foregoing instrument for the purpose therein contained.

Witness my hand and seal DAVIDSON County, Tennessee, this 17 day of JULY, 2000.

Rae Ann Cowart
Notary Public

My Commission expires:

3-27-2004



Tax Information



Saturday, March 09, 2024

LOCATION

Property Address 7594 Whites Creek Pike
Joelton, TN 37080-8640

Subdivision

County Davidson County, TN

PROPERTY SUMMARY

Property Type County Exempt

Land Use Sfd(S) - Rural

Improvement Type Single Family

Square Feet 5840

GENERAL PARCEL INFORMATION

Parcel ID/Tax ID 015-00-0-190.00

Alternate Parcel ID

Account Number

District/Ward General Services District

2020 Census Trct/Blk 101.03/2

Assessor Roll Year 2023



CURRENT OWNER

Name Library Properties LLC

Mailing Address 7594 Whites Creek Pike
Joelton, TN 37080-8640

SCHOOL ZONE INFORMATION

Joelton Elementary School 1.9 mi

Elementary: Pre K to 4 Distance

Joelton Middle Preparatory School 2.0 mi

Primary Middle: 5 to 8 Distance

Whites Creek High School 5.3 mi

High: 9 to 12 Distance

SALES HISTORY THROUGH 02/21/2024

Date	Amount	Buyer/Owners	Seller	Instrument	No. Parcels	Book/Page Or Document#
10/27/2016	\$550,000	Library Properties LLC	Martin David A & Martin Carolyn R	Warranty Deed		201610280114306
8/17/1999	\$230,000	Martin David A & Carolyn R		Warranty Deed		11628/382
3/6/1992	\$35,000	Holzkecht Ruth		Warranty Deed		8569/888
4/10/1981	\$21,000	Russell Joel Don Et Ux		Warranty Deed		5731/703

TAX ASSESSMENT

Appraisal	Amount	Assessment	Amount	Jurisdiction	Rate
Appraisal Year	2023	Assessment Year	2023		
Appraised Land	\$137,700	Assessed Land	\$34,425	General Services District	2.922
Appraised Improvements	\$314,800	Assessed Improvements	\$78,700		
Total Tax Appraisal	\$452,500	Total Assessment	\$113,125		
		Exempt Amount			
		Exempt Reason			

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Information Deemed Reliable But Not Guaranteed.

Property Report for 7594 WHITES CREEK PIKE, cont.

TAXES			
Tax Year	City Taxes	County Taxes	Total Taxes
2023		\$3,305.51	\$3,305.51
2022		\$5,941.16	\$5,941.16
2021		\$6,004.19	\$6,004.19
2020		\$5,984.09	\$5,984.09
2019		\$4,352.21	\$4,352.21
2018		\$3,761.26	\$3,761.26
2017		\$3,761.26	\$3,761.26
2016		\$3,491.38	\$3,491.38
2015		\$3,491.38	\$3,491.38
2014		\$3,491.38	\$3,491.38
2013		\$3,491.38	\$3,491.38

MORTGAGE HISTORY				
Date	Loan Amount	Borrower	Lender	Book/Page or Document#
01/31/2012	\$176,500	Martin David A Martin Carolyn R	Suntrust Bank	201203050018707
08/07/2002	\$208,500	Martin David A Martin Carolyn R	Suntrust Bank	200208130098087
01/29/2001	\$39,000	Digital Media Associates Inc	Suntrust Bank	200101290008613
08/17/1999	\$218,500	Martin David A Martin Carolyn R	Suntrust Bank	11628/382

PROPERTY CHARACTERISTICS: BUILDING					
Building # 1					
Type	Single Family	Condition	Units	1	
Year Built	1994	Effective Year	Stories	2	
BRs	3	Baths	3 F H	Rooms	7
Total Sq. Ft.		2,688			
Building Square Feet (Living Space)		Building Square Feet (Other)			
Base Area 636		Att Br Gar 576			
Base Area 636		Att Br Gar 576			
Bay Window 24		High Ceiling 48			
Bay Window 24		High Ceiling 48			
Brick Add 976		Frame Deck 240			
Brick Add 976		Frame Deck 240			
Second Flr 588					
Second Flr 588					
Upper Sty Br 464					
Upper Sty Br 464					
- CONSTRUCTION					
Quality		Roof Framing			
Shape		Roof Cover Deck			
Partitions		Cabinet Millwork			
Common Wall		Floor Finish			
Foundation		Crawl/Raised	Interior Finish		

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Property Report for 7594 WHITES CREEK PIKE, cont.

Floor System		Air Conditioning	Htg/Clg
Exterior Wall	Brick	Heat Type	Heating/Cooling
Structural Framing	Typical	Bathroom Tile	
Fireplace	Y	Plumbing Fixtures	
- OTHER			
Occupancy		Building Data Source	

PROPERTY CHARACTERISTICS: BUILDING

Building # 2			
Type	Single Family	Condition	Units 1
Year Built	2000	Effective Year	Stories 1
BRs	3	Baths 2 F H	Rooms 6
Total Sq. Ft.	3,152		
Building Square Feet (Living Space)		Building Square Feet (Other)	
Base Area 2000		Att Cb Gar 270	
Base Area 2000		Att Cb Gar 270	
Cb Add 1152			
Cb Add 1152			

- CONSTRUCTION			
Quality		Roof Framing	
Shape		Roof Cover Deck	
Partitions		Cabinet Millwork	
Common Wall		Floor Finish	
Foundation	Slab	Interior Finish	
Floor System		Air Conditioning	Central
Exterior Wall	Concrete Block	Heat Type	
Structural Framing		Bathroom Tile	
Fireplace	Y	Plumbing Fixtures	
- OTHER			
Occupancy		Building Data Source	

PROPERTY CHARACTERISTICS: EXTRA FEATURES

No extra features were found for this parcel.

PROPERTY CHARACTERISTICS: LOT

Land Use	Sfd(S) - Rural	Lot Dimensions	
Block/Lot		Lot Square Feet	448,666
Latitude/Longitude	36.342723°/-86.869008°	Acreage	10.3

PROPERTY CHARACTERISTICS: UTILITIES/AREA

Gas Source		Road Type	
Electric Source		Topography	
Water Source		District Trend	
Sewer Source		Special School District 1	
Zoning Code	Ar2a: Residential Agricultural	Special School District 2	
Owner Type			

Property Report for 7594 WHITES CREEK PIKE, cont.

LEGAL DESCRIPTION	
Subdivision	Plat Book/Page
Block/Lot	District/Ward General Services District
Description	E/S Whites Creek Pike N Of Morgan Road / Neighborhood Code And Name: 6801 Brick Church

INTERNET ACCESS	
courtesy of Fiberhomes.com	

Provider	Type	Confirmed	Advertised Top Download Speed	Advertised Top Upload Speed
Xfinity	CABLE	No	1200 Mbps	
Viasat	SATELLITE	No	100 Mbps	
HughesNet	SATELLITE	No	25 Mbps	

FEMA FLOOD ZONES					
Zone Code	Flood Risk	BFE	Description	FIRM Panel ID	FIRM Panel Eff. Date
X	Minimal		Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level.	47037C0103J	02/25/2022
X	Minimal		Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level.	47037C0101J	02/25/2022

ALTA COMMITMENT FOR TITLE INSURANCE



Issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida corporation, (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607

(612) 371-1111

www.oldrepublictitle.com

By

President

Attest

Secretary

Authorized Officer or Agent

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.

ORT Form 4757

ALTA Commitment for Title Insurance 2021 v. 01.00

07/01/2021

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.

ORT Form 4757

ALTA Commitment for Title Insurance 2021 v. 01.00
 07/01/2021

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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ALTA COMMITMENT FOR TITLE INSURANCE

Issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: **Attorneys Title Company, Inc.**

Issuing Office: **Telephone: (615) 385-5502, 2927 Berry Hill Drive, Nashville, TN 37204-3126**

Issuing Office's ALTA® Registry ID: **1037966**

Loan ID Number:

Commitment Number:

Issuing Office File Number: **37252-5**

Property Address: **7594 Whites Creek Pike, Joelton, TN 37080**

Revision Number: **N/A**

SCHEDULE A

1. Commitment Date: **April 9, 2024, at 8:00 AM**
2. Policy to be issued:
 - (a) **2021 ALTA® Owner's Policy** .
Proposed Insured:
Proposed Amount of Insurance:
The estate or interest to be insured: **FEE SIMPLE**
 - (b) **2021 ALTA® Loan Policy**
Proposed Insured:
Proposed Amount of Insurance:
The estate or interest to be insured:
 - (c) **ALTA® None Issued**
Proposed Insured:
Proposed Amount of Insurance:
The estate or interest to be insured:
3. The estate or interest in the Land described or referred to in this Commitment is **FEE SIMPLE**
4. The Title is, at the Commitment Date, vested in: **Library Properties, LLC**, as disclosed in the Public Records, has been since **October 27, 2016**
5. The Land is described as follows: **SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

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ALTA COMMITMENT FOR TITLE INSURANCE

Issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B I - COMMITMENT

File No.: 37252-5
REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Duly authorized and executed Deed from **Library Properties, LLC** vesting fee simple title in the Proposed Insured(s).
5. Any entity or trustee contemplated to convey or receive an interest in the Property as part of the subject transaction will be required to provide appropriate entity or trust documentation, including:
 - a. Articles of Organization and Operating Agreement of the LLC, or Articles of Incorporation and Charter of the Corporation, or Partnership Agreement of the Partnership, or Trust Agreement of the Trust.
 - b. Resolution of the Members of the LLC or Partners of the Partnership, or Certification of the Secretary or appropriate Officer of the Corporation, which authorizes the subject transaction and identifies the party or parties authorized to execute closing documentation on behalf of the entity.
 - c. Incumbency Certificate or Trust Certificate identifying the party or parties authorized to execute closing documentation and certifying their capacity to sign on behalf of the entity or trust.
 - d. Current Certificate of Existence or Certificate of Good Standing from the Secretary of State.
 - e. Provide documentation verifying whether or not the LLC is a 'series' LLC.
 - f. The Company reserves the right to amend the Commitment, including without limitation the addition of further requirements or exceptions, upon its review of the foregoing entity documentation.
6. The Company must be provided with satisfactory evidence that all parties identified on Schedule A. of this Commitment are not sanctioned nonresident aliens, sanctioned foreign businesses, or a sanctioned foreign government, as defined in Tenn.Code Ann. 66-2-301. This requirement is an ongoing obligation of all parties identified on Schedule A. and in the event that a party's status changes following the date of this Commitment or at any point prior to issuance of a policy of title insurance, the party must disclose the same in writing to the Company.
7. The ORTC Mechanics' Lien and Extended Coverage Affidavit and Indemnity shall be fully executed and used as the Owner's Affidavit at closing.

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ALTA COMMITMENT FOR TITLE INSURANCE

Issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

8. 2022 Davidson County Real Property Taxes: \$4,202.11 (\$3,516.36 base taxes plus \$685.75 penalty and interest through April 30, 2024) UNPAID, a lien now past due and payable. Listed to: Library Properties, LLC. Map / Parcel: 015-190.00 (10.30 acres)

2023 Davidson County Real Property Taxes: \$3,404.67 (\$3,305.51 base taxes plus \$99.16 penalty and interest through April 30, 2024) UNPAID, a lien now past due and payable. Listed to: Library Properties, LLC. Map / Parcel: 015-190.00 (10.30 acres).

2024 Davidson County Real Property Taxes are a lien not yet due and payable. Taxes are due on October 1, 2024 and delinquent on March 1, 2025.
9. Order approving Trustee's Motion to sell real property and personal property by auction as filed April 8, 2024, in the United States Bankruptcy Court, in Case No. 3:24-bk-000147, Chapter 7. Need certified copy to be recorded in the Register of Deeds for Davidson County, Tennessee.

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SCHEDULE B II – COMMITMENT

File No.: 37252-5

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
3. Any discrepancies, conflicts, easements, boundary line disputes, any shortages in area, encroachments or protrusions, or overlapping of improvements which would be disclosed by an inspection and accurate survey of the premises.
4. Rights and claims of parties in possession.
5. Mechanics', Contractors', or Materialmen's liens and lien claims, if any, where no notice thereof appears on record.
6. Any facts, rights, interests or claims which are not shown by the public record, but which could be ascertained by an inspection of the land or by making inquiry of person(s) in possession thereof.
7. Liens, encumbrances, or claims thereof, which are not shown by the public record.
8. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, limestone, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.
9. General or special taxes and assessments required to be paid in the year 2024 and subsequent years. Tax Map ID Number: 015-190.00.

If improvements are completed after January 1 of any year the law requires supplemental assessments for the year in which improvements are completed, as defined by Statute. The Company assumes no liability for taxes assessed by correction pursuant to the provisions of Tennessee Code Annotated sections 67-5-603, et seq.
10. The policy to be issued will not insure as to the exact amount of acreage contained in subject property.

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ALTA COMMITMENT FOR TITLE INSURANCE

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11. Restrictive Covenants contained in instrument of record in Book 5731, Page 703, Register's Office for Davidson County, Tennessee.
12. Restrictive Covenants for detached structure of record in Instrument No. 200007170070191, said Register's Office.
13. Easement for Interceptor / Curtain Drain of record in Instrument No. 20080804-0079775, said Register's Office.
14. Subject to the provisions as set out in Book 5731, Page 703; Book 8569, Page 888; Book 11628, Page 382; and in Instrument No. 20161028-0114306, said Register's Office.

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ALTA COMMITMENT FOR TITLE INSURANCE

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EXHIBIT A File No.: 37252-5

The Land referred to herein below is situated in the County of **Davidson**, State of **Tennessee**, and is described as follows:

LAND in the 2nd Civil District of Davidson County, Tennessee, described according to a survey by Merville & Keel, Inc., dated October 10, 1980, as follows:

Beginning at an iron pin in the easterly margin of Whites Creek Pike, said point being North 10 degrees West 20.54 feet from the northwest corner of the property conveyed to Lawrence B. Williams and wife, Bonnie Sue Williams, by deed from Lenora Baxter and husband, Leonard Baxter, of record in Book 3218, Page 336, of the Register's Office for Davidson County; thence, with the easterly margin of Whites Creek Pike, North 10 degrees 00 minutes West 51.30 feet to an iron pin; thence, leaving said roadway, South 87 degrees 00 minutes East 489.86 feet to an iron pin; thence, North 3 degrees 2 minutes 19 seconds East 480.00 feet to an iron pin; thence, South 87 degrees 00 minutes East 25.0 feet to an iron pin; thence, North 3 degrees 2 minutes 19 seconds East 305.97 feet to an iron pin in the southerly boundary of the property conveyed to Gary N. Benmark and wife, Leslie A. Benmark, by deed from Virginia L. Young, of record in Book 5233, Page 656, of the Register's Office for Davidson County; thence, with Benmark's southerly boundary, East 489.92 feet to an iron pin at the base of a Black Oak tree, said point being in the westerly boundary of the property conveyed to Joe Walker, Jr. and wife, Emma Mae Walker, by deed from Helen Morrison and husband, Louis W. Morrison, of record in Book 1031, Page 421, of said Register's Office; thence, with Walker's westerly boundary, South 2 degrees 16 minutes 52 seconds West 832.33 feet to an iron pin in the northerly margin of a 50 foot wide roadway; thence, North 87 degrees 00 minutes West 495.0 feet to an iron pin; thence, South 3 degrees 00 minutes West 30.0 feet to an iron pin; thence, North 87 degrees 00 minutes West 508.32 feet to the point of beginning, containing 10.30 acres, more or less.

Said property is conveyed to the following provision set out in the deed of record in Book 5731, Page 703, Register's Office for Davidson County, Tennessee.

Said Grantees and any future owners hereby agree to transfer in fee, without any costs, upon the request of the owner of the property to the east of subject property and any subsequent owners, now owned by Joe Walker, Jr. and wife, of record in Book 1031, Page 421, Register's Office for said County, the hereinafter described property, to be used to build a roadway and to be approved by the Metropolitan Government, said property is described as follows: Beginning at an iron pin in the easterly margin of Whites Creek Pike, said pin being North 10 degrees West 20.54 feet from the northwest corner of the property conveyed to Lawrence E. Williams and wife, of record in Book 3218, Page 336, Register's Office for said County; thence, with the easterly margin of Whites Creek Pike North 10 degrees West 51.30 feet to an iron pin; thence, South 87 degrees 00 minutes East 489.86 feet to an iron pin; thence, South 3 degrees 2 minutes 19 seconds West 20 feet; thence, South 87 degrees 00 minutes East 30 feet to an iron pin; thence South 3 degrees 00 minutes West 30 feet to an iron pin; thence, North 87 degrees 00 minutes West 508-32 feet to the beginning.

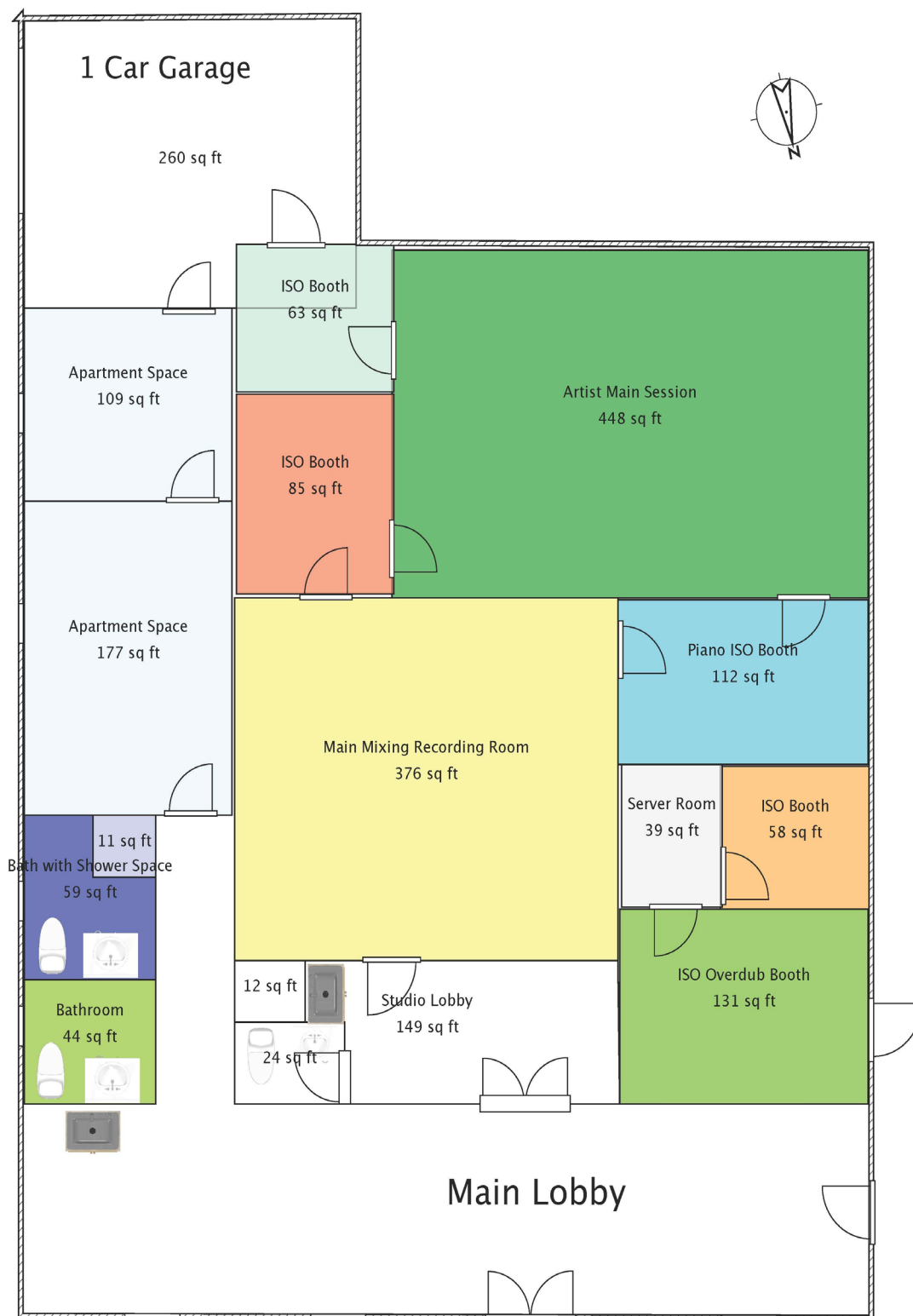
BEING the same property vested in Library Properties, LLC, by Warranty Deed dated October 27, 2016, from David A. Martin and wife, Carolyn R. Martin, of record in Instrument No. 20161028-0114306, Register's Office for Davidson County, Tennessee.

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 This form has not been approved as an ALTA standard Form.

Form 50135100-EX (7-21-22)



Studio Floor Plan





10.30 Acres with Recording Studio Selling at Absolute Online Auction in Joelton, TN on 04/16/2024