Davidson County DEEDWARR
Recvd: 12/04/06 11:38 5 pgs
Fees:28.00 Taxes:4299.40
20061204-0149123

Prepared By and Returnable to:
Bone McAllester Norton PLLC (krm)
511 Union Street, Suite 1600
Nashville City Center
Nashville, Tennessee 37219

Address New Owner:	Send Tax Bills To:	Map & Parcel Numbers:
The Ensworth School 7401 Highway 100 Nashville, TN 37221	New Owner	116-03-0-141 116-03-0-142 116-03-0-143

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN and NO/100 DOLLARS ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Thomas W. Hagan, a/k/a Thomas W. Hagan, Jr., and Richard Haury Hagan, Co-Trustees of the Thomas W. Hagan Testamentary Trust** (collectively, "Grantor"), has bargained and sold, and by these presents does transfer and convey to **The Ensworth School, a Tennessee nonprofit corporation** ("Grantee"), and Grantee's successors and assigns, certain tracts or parcels of land in Davidson County, State of Tennessee, being more particularly described in Exhibit A, which is attached hereto and incorporated herein by reference, together with all right, title and interest of Grantor, if any, in and to any land lying in the bed of any street, road, highway or avenue, open or proposed, in front of or adjoining all or any part of said land, any alley bisecting said land, and any and all strips, gores, or rights-of-way, riparian rights and easements affecting or appurtenant to said land and all improvements and fixtures located thereon and all easements, privileges and appurtenances thereunto (collectively the "Property").

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to the matters set forth on Exhibit B, which is attached hereto and incorporated herein by reference; provided, however, that Grantor makes no covenants or warranties whatsoever with respect to title to any alley bisecting the Property or any land lying in the bed of any streets, roads, highways, or avenues adjoining or abutting the Property or the amount of acreage or square footage contained in the Property.

This is improved property known as 4101 Ridgefield Drive, 203 Ridgefield Court, and 4109 Ridgefield Drive, all within the city limits of Nashville, Davidson County, Tennessee. The

addresses are believed to be accurate but such addresses are not part of the legal description. In the event of any discrepancy, the legal description herein shall control.

TO HAVE AND TO HOLD the Property, with all appurtenances, estate, title, and interest thereto belonging to the Grantee, and the Grantee's successors and assigns, forever. Grantor covenants that, subject to the matters set forth herein and in the Exhibits attached hereto, Grantor is lawfully seized and possessed of said Property in fee simple, has good right to convey it, and that the Property is unencumbered.

GRANTOR FURTHER COVENANTS and binds Grantor and Grantor's successors and assigns to warrant and forever defend the title to said Property to Grantee, Grantee's successors and assigns, against the lawful claims of all persons whomsoever except claims arising out of the matters set forth herein and in the Exhibits attached hereto.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed as of the 1st day of December, 2006.

GRANTOR:

Thomas W. Hagan, a/k/a Thomas W. Hagan, Jr., Co-Trustee of the Thomas W. Hagan Testamentary Trust

Richard Haury Hagan, Co-Trustee of the Thomas W. Hagan Testamentary Trust

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Thomas W. Hagan, a/k/a Thomas W. Hagan, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that he is the Co-Trustee of the Thomas W. Hagan Testamentary Trust and that he as such Co-Trustee, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name as Co-Trustee.

Witness my hand and seal, at office in Davidson County, Tennessee, this the 4th day of December, 2006.

Kimberley R. Mankin
NOTARY PUBLIC

My Commission Expires: 9-25-10

KIMBERLEY R. MANKIN STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Richard Haury Hagan, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that he is the Co-Trustee of the Thomas W. Hagan Testamentary Trust and that he as such Co-Trustee, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name as Co-Trustee.

Witness my hand and seal, at office in Davidson County, Tennessee, this the 4th day of December, 2006.

Kimberley R. Mankin
NOTARY PUBLIC

KIMBERLEY R. MANKIN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: 9-25-10

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

I hereby swear or affirm that the actual consideration or value, whichever is greater, for this transaction is $1,162,000.00.

Subscribed and sworn to before me, this the 3rd day of December, 2006.

James S. Tate
Notary Public

JAMES S. TATE, JR.
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TN

My Commission Expires: 24 November 2007

EXHIBIT A

LEGAL DESCRIPTION

Land lying and being in Davidson County, Tennessee and further described as follows:

Land in Davidson County, Tennessee being Lots Nos. 1, 2 and 3 on the Plan of the Resubdivision of Lots 11 and 12 of E.E. Murrey Subdivision, of record in Book 6200, page 432, Register's Office for Davidson County, Tennessee, to which reference is here made for a more complete description thereof.

Being part of the same property conveyed to Thomas W. Hagan and Richard Haury Hagan, Co-Trustees of the Thomas W. Hagan Testamentary Trust, by Quitclaim Deed from Jayne H. Hagan, unmarried, of record in Book 8732, page 898, Register's Office for Davidson County, Tennessee.

EXHIBIT B

ENCUMBRANCES

1. Taxes for the year 2006 have been paid. Said taxes have been prorated as of the date of this deed. Grantee assumes responsibility to pay future years taxes when due and payable.

2. Easements retained in Metro Council Bill No. 089-731.