This Instrument prepared by and after recording return to:
Chris J. Raybeck, Esq.
Bone McAllester Norton PLLC
511 Union Street, Suite 1500
Nashville, Tennessee 37219-1778

Davidson County DEEDWARR
Recvd: 05/28/08 16:09 5 pg
Fees:28.00 Taxes:22570.00
20080528-0054418

SPECIAL WARRANTY DEED

Address of New Owner:	Send Tax Bills to:	Map-Parcel No.:
The Vanderbilt University	**(Same)**	**104-04-0-159**
2100 West End Avenue, Suite 750		
Nashville, TN 37203		

For and in consideration of Ten and No/100 Dollars ($10.00) cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Mark A. Montgomery (with a 50/100 interest); Richard G. Montgomery (with a 08/100 interest); and The Montgomery Company of Wisconsin, Inc. (with a 42/100 interest)**, a Wisconsin corporation, as tenants in common as their interests appear, (collectively, the "Grantor") have bargained and sold, and by these presents hereby transfer and convey unto **The Vanderbilt University**, a Tennessee nonprofit corporation, (the "Grantee"), its successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, (the "Property") described as follows:

See Exhibit A.

This is improved property municipally known as 1025 16th Avenue South, Nashville, Tennessee 37212.

TO HAVE AND TO HOLD the Property, with the appurtenances, estate, title, and interest thereto unto the Grantee and its successors and assigns forever. Grantor does hereby release and relinquish unto Grantee, Grantee's successors and assigns forever, all of Grantor's right, title and interest in and to the property, and does hereby covenant to and with Grantee, Grantee's successors and assigns, to defend the title to the Property herein conveyed, subject to all maters shown of record, against all persons lawfully claiming the same by, through or under Grantor, but not otherwise. 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.

In witness whereof, Grantor has caused this instrument to be effective this 28th day of May, 2008.

[Signature pages follow.]

Mark A. Montgomery

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Mark A. Montgomery, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and notarial seal this 23rd day of May, 2008.

(SEAL)

KIMBERLEY R. MANKIN
NOTARY PUBLIC
STATE OF TENNESSEE
DAVIDSON COUNTY

Kimberley R. Mankin
Notary Public

My Commission expires: 9-25-10

Richard G. Montgomery

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Richard G. Montgomery, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and notarial seal this 27th day of May, 2008.

(SEAL)

Notary Public

My commission expires: 5/22/2010

JACK F. STRINGHAM II
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires May 22, 2010

The Montgomery Company of Wisconsin, Inc.

By:
Name: Richard G. Montgomery
Title: President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Richard G. Montgomery, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he is the President of The Montgomery Company of Wisconsin, Inc, the within named bargainor, and that he executed the within instrument for the purposes therein contained by signing his name as President of the bargainor.

Witness my hand and notarial seal this 27th day of May, 2008.

(SEAL)

Notary Public

My commission expires: 5/22/2010

JACK F. STRINGHAM II
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires May 22, 2010

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

I hereby swear or affirm that the actual consideration or value, whichever is greater, for this transaction is $6,100,000.00.

Affiant

Subscribed and sworn to before me,
this 27th day of May, 2008.

Notary Public

My Commission Expires:

5/22/2010

JACK F. STRINGHAM II
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires May 22, 2010

Exhibit A

TRACT I:

Being a parcel of land in the First Civil District of Nashville, Davidson County, Tennessee, bounded on the east by 16th Avenue South, on the west by Alley No. 440, and being Lot No. 4 and the northerly 5 feet of Lot No. 5 on the plan of J.P.W. Brown's Subdivision of Lot No. 15 of O.B. Hayes' Rokeby Addition as of record in Plat Book 161, page 88, R.O.D.C., Tennessee, more particularly described according to a survey by Barge, Waggoner, Sumer and Cannon dated April 18, 1985, revised June 19, 1985, as follows:

Beginning at an iron pin in the westerly margin of 16th Avenue South 394.88 feet from the northerly margin of Edgehill Avenue; thence leaving 16th Avenue South N 66 deg. 06 W 152.50 feet to Alley No. 440; thence with said Alley N 04 deg. 51' E 55.00 feet; thence leaving said Alley, S 86 deg. 06' E 152.50 feet to 16th Avenue South; thence with said Avenue S 04 deg. 51' W 55.00 feet to the point of beginning, containing 0.193 acres, more or less.

TRACT II:

Being a parcel of land in the First Civil District of Nashville, Davidson County, Tennessee, bounded on the east by 16th Avenue South, on the west by Alley No. 440, and being Lots No. 1, 2, and 3 on the Plan of J.P.W. Brown's Subdivision of Lot No. 15 of O.B. Hayes' Rokeby Addition as of record in Plat Boot 161, page 88, R.O.D.C., Tennessee, more particularly described according to a survey by Barge, Waggoner, Sumer and Cannon dated April 18, 1985, revised June 19, 1985, as follows:

Beginning at a point at the westerly margin of 16th Avenue South 593.50 feet from the southerly margin of Music Square South or Grand Avenue; thence with 16th Avenue South, S 04 deg. 51' W 150.00 feet; thence leaving said Avenue N 86 deg. 06' W 152.50 feet to Alley No. 440; thence with said Alley, N 04 deg. 51' E 150 feet; thence leaving said Alley, S 86 deg. 06' E 152.50 feet to the point of beginning, containing 0.525 acres, more or less.

Being the same property conveyed to Mark A. Montgomery, a 50/100 interest; Richard G. Montgomery, a 08/100 interest; and The Montgomery Company of Wisconsin, Inc., a 42/100 interest, as tenants in common, by Special Warranty Deed of record as Instrument Number 20080515-0050118, said register's office.