BILL GARRETT, Davidson County
Trans:T20110057480 DEEDWARRSP
Recvd: 09/15/11 15:58 4 pgs
Fees:23.00 Taxes:18500.00
20110915-0071840

This instrument prepared by:
N. Courtney Hollins, Esq.
Wyatt, Tarrant & Combs, LLP
2525 West End Avenue, Suite 1500
Nashville, Tennessee 37219

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $5,000,000.00.

Barbara A. Cameron
Affiant

Subscribed and sworn to before me on this the 15th day of September, 2011.

N. Courtney Hollins
Notary Public
My Commission Expires: March 4 2013

N. COURTNEY HOLLINS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY TENN.
My Commission Expires MAR 4 2013

SPECIAL WARRANTY DEED

Name and Address of Owner	Send Tax Bills To:	Map and Parcel Number(s):
Vanderbilt University 2100 West End Avenue, Suite 750 c/o Sean Scally Nashville, Tennessee 37203	Same as Owner	10403025400 and 10403025500

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, THE WEST END HOME FOUNDATION, a Tennessee non-profit corporation ("Grantor"), has bargained and sold, and by these presents does transfer and convey unto said VANDERBILT UNIVERSITY, a Tennessee non-profit corporation ("Grantee") those certain tract(s) or parcel(s) of land located in Davidson County, Tennessee, described on Exhibit "A", which is attached hereto and incorporated herein by this reference (the "Property").

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to those matters set forth on Exhibit "B", which is attached hereto and incorporated herein by this reference.

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that Grantee is purchasing the Property **"AS IS" AND "WHERE IS" AS OF THE TIME OF CLOSING, AND WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE, AND THAT GRANTOR IS MAKING NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO THE QUALITY, PHYSICAL CONDITIONS OR VALUE OF THE PROPERTY, THE PROPERTY'S HABITABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THE PRESENCE OR ABSENCE OF CONDITIONS ON THE PROPERTY THAT COULD GIVE RISE TO A CLAIM FOR PERSONAL INJURY, PROPERTY OR NATURAL RESOURCE DAMAGES; THE PRESENCE OF HAZARDOUS OR TOXIC SUBSTANCES, MATERIALS OR WASTE, SUBSTANCES, CONTAMINANTS, OR POLLUTANTS ON, UNDER**

OR ABOUT THE PROPERTY; OR THE INCOME OR EXPENSES FROM OR OF THE PROPERTY.

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, and Grantee's successors and assigns forever.

And Grantor covenants with the said Grantee that the Property is free from all encumbrances made or suffered by Grantor except to the extent otherwise set forth herein.

And Grantor does further covenant and bind itself, and its successors and assigns, to warrant and forever defend the title to the Property to the said Grantee, Grantee's successors and assigns, against the lawful claims of all persons claiming by, through or under the Grantor, but not further or otherwise.

Whenever used, the singular number shall include the plural, the plural the singular.

IN WITNESS WHEREOF, GRANTOR has hereunder set its hand this 15th day of September, 2011.

GRANTOR:

THE WEST END HOME FOUNDATION,
A Tennessee non-profit corporation

By: Jean D. Farris
Printed Name: Jean D. Farris
Title: President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, N Courtney Hollins, of the State and County aforesaid, personally appeared Jean D. Farris, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the President of THE WEST END HOME FOUNDATION, a Tennessee non-profit corporation, the within named bargainor, and that she as such President, executed the foregoing instrument for the purposes therein contained, by signing the name of the THE WEST END HOME FOUNDATION, by her self as President.

Witness my hand and seal, at office in Nashville, TN this 15th day of September, 2011.

N Courtney Hollins
Notary Public

My Commission Expires: March 4 2013

N. COURTNEY HOLLINS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

My Commission Expires MAR. 4, 2013

60069281.5

EXHIBIT "A"
LEGAL DESCRIPTION

TRACT 1:

Land in Davidson County, Tennessee, being Lot 2 on the Plan of West End Home for Ladies Sub., 2nd Revision, as shown on plat of record in Book 6050, page 32, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

TRACT 2:

Land in Davidson County, Tennessee, being Reserved Parcel "A" on the Plan of West End Home for Ladies Sub., 2nd Revision, as shown on plat of record in Boook 6050, page 32, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

BEING a portion of the property conveyed to the Old Woman's Home of Nashville, Tennessee by Deeds of record in Book 370, page 259, Book 515, page 484, and Book 598, page 608, Register's Office for Davidson County, Tennessee. The said Old Woman's Home of Nashville, Tennessee is now known ans The West End Home Foundation, a Tennessee non-profit corporation.

EXHIBIT "B"
PERMITTED EXCEPTIONS

1. City and/or County Taxes for the year 2011 and subsequent years, a lien not yet due and payable.

2. If improvements are completed after January 1st of any year, the law requires supplemental assessment for the year in which improvements are completed as defined by statute. Grantor assumes no liability for taxes assessed by correction pursuant to the provisions of Tennessee Code Annotated, Section 67-5-603, et.seq.

3. All matters shown on the Plan of record in Plat Book 6050, page 32, Register's Office for Davidson County, Tennessee.

4. Memorandum of Lease by and between The West End Home for ladies, Lessor, and HSW Partnership, Lessee, of record in Book 6254, page 685, as amended in Book 7541, page 511, said Register's Office. Pursuant to Quitclaim Deeds of record in Instrument Numbers 20101103-0088195, 20101103-0088194, 20101103-0088193, 20101103-0088192. 20101103-0088191, 20101103-0088190, 20101103-0088189. and 20101103-0088188, said Register's Office, as affected by Recognition Agreement dated July 29, 2011, of record in Instrument Number 20110822-0064698, said Register's Office, the Lessee's interest in said Lease now vests in Park Place Retail Partners, a Tennessee general partnership. Said leasehold is encumbered by that certain Deed of Trust of record in Instrument Number 20050318-0030055, as amended in Instrument Number 20101103-00881196, said Register's Office.

5. Underground Utility Easement of record in Book 6334, page 978, said Register's Office.

6. Easement of record in Book 589, page 386, said Register's Office.

7. Reciprocal Access and Parking Easement Agreement of record in Book 7546, page 208, said Regisrter's Office, as affected by that certain Reciprocal Access and Parking Easement Agreement of record in Book 6313, page 338, said Register's Office.