Box 31-B (1)
S+R
JHR

This Instrument Prepared By:
SHERRARD & ROE PLC (JHR)
150 Third Avenue South, Suite 1100
Nashville TN 37201

BILL GARRETT, Davidson County
Trans:T20120023383 DEEDWARRSP
Recvd: 03/30/12 16:25 5 pgs
Fees:28.00 Taxes:10175.00
20120330-0027294

**SPECIAL WARRANTY DEED**

Address New Owner as Follows: Send Tax Bills To
148 Second Avenue North Partners, LLC Same
5250 Virginia Way, Suite 100
Brentwood, Tennessee 37027
Attention: Robert W. Lowe

Map & Parcel No.:
093-06-2-074.00

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars and other good and valuable consideration, Cumberland-Lenox, LLC, a Tennessee limited liability company, ("Grantor"), has bargained and sold, and does hereby transfer and convey unto 148 Second Avenue North Partners, LLC, a Tennessee limited liability company ("Grantee"), its successors and assigns, a certain tract of land located in Davidson County, Tennessee and more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property"):

This is improved property whose address is 148 Second Avenue North, Nashville, Tennessee, in Davidson County, Tennessee.

TO HAVE AND TO HOLD the Property, together with all the appurtenances and hereditaments thereunto belonging or in anywise appertaining, to the said Grantee, its successors and assigns, forever.

Grantor does hereby covenant with Grantee that it is lawfully seized and possessed of the Property in fee simple and that it has good right to sell and convey the same.

Grantor does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the Property against the lawful claims of all persons claiming by, through or under Grantor (other than claims arising from the matters set forth on Exhibit "B"), but not further or otherwise.

This conveyance is made and accepted subject to all matters (the "Permitted Encumbrances") set forth in Exhibit "B" attached hereto and incorporated herein by reference.

Grantor makes no warranties of any nature or kind, whether statutory, express or implied, with respect to the physical condition of the Property (including, without limitation, any and all improvements located thereon and/or comprising a part thereof). GRANTEE, BY ACCEPTANCE OF THIS SPECIAL WARRANTY DEED, ACKNOWLEDGES THAT IT HAS INSPECTED THE PROPERTY AND HAS SATISFIED ITSELF AS TO THE CONDITION OF SAME AND THAT IT ACCEPTS SUCH PROPERTY AS IS AND WITH ALL FAULTS,

WITHOUT REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, NO IMPLIED WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PURPOSE, SAVE AND EXCEPT THE WARRANTIES OF TITLE CONTAINED HEREIN.

All real and personal property taxes and assessments on the Property for the year 2012 have been prorated as of the effective date hereof, and by acceptance of this Special Warranty Deed, Grantee assumes payment of all such taxes and assessments for the year 2012 and subsequent years.

IN WITNESS WHEREOF, the Grantor has executed this deed by its duly authorized officer, as of the 30th day of March, 2012.

CUMBERLAND-LENOX, LLC, a Tennessee limited liability company

By: Terrie A Carlton

TERRIE A. CARLTON, Chief Manager

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

Personally appeared before me, the undersigned, a Notary Public for the state and county aforesaid, Terrie A. Carlton, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that she is the Chief Manager of CUMBERLAND-LENOX, LLC, a Tennessee limited liability company, the within named bargainor and who further acknowledged that she executed the within instrument as such Chief Manager of Cumberland-Lenox, LLC on its behalf for the purposes therein contained.

WITNESS my hand and seal at office in Nashville, Tennessee, this 28th day of ~~April~~ March, 2012.

Rita McQuerry
Notary Public

RITA McQUERRY STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

NOTARY PUBLIC
Rita McQuerry
My Commission Expires
March 8, 2016
STATE OF TENNESSEE

My Commission Expires:
March 8, 2016

STATE OF TENNESSEE )
)
COUNTY OF DAVIDSON )

The actual consideration or value for this transfer of property is $2,750,000.00.

AFFIANT

Sworn to and subscribed before me this 29th day of ~~April~~ March, 2012.

Notary Public

My Commission Expires:
3/8/2016

KIM C. ENGELMAN STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

NOTARY PUBLIC
Kim C. Engelman
My Commission Expires
March 8, 2016
STATE OF TENNESSEE

EXHIBIT "A"

LEGAL DESCRIPTION

Land situated in the County of Davidson, State of Tennessee, and described as follows:

Being a parcel of land in the First Civil District, Nashville, Davidson County, Tennessee, bounded on the west by Second Avenue, North, on the east by First Avenue, North and located generally south of Church Street, more particularly described as follows:

Beginning at a point in the easterly margin of Second Avenue, North 457.4 feet from the southerly margin of Church Street;

Thence, North 62° 13' East, 210.23 feet to First Avenue, North;

Thence, with said Avenue, South 27° 02' East, 84.80 feet;

Thence, South 62° 22' West, 210.25 feet to Second Avenue, North;

Thence, North 27° 01' West, 84.27 feet to the point of beginning, containing 0.408 acres, more or less.

Being the same property conveyed to Cumberland Associates by Quitclaim Deed from Robert Bond Miller, Trustee, of record in Book 8015, page 292, Register's Office for Davidson County, Tennessee. Cumberland Associates n/k/a Cumberland-Lenox, LLC, pursuant to Articles of Conversion of record in Book 9842, page 928, in said Register's Office.

EXHIBIT "B"

**Permitted Encumbrances**

1. General or special taxes and assessments required to be paid in the year 2012 and subsequent years for Map-Par. 093-06-2-074.00.

2. Memorandum of Lease of record as Instrument No. 20070807-0094072, said Register's Office.

3. Rights of Tenants in possession under unrecorded leases.