(1)

STATE OF TENNESSEE)
DAVIDSON COUNTY)

THIS INSTRUMENT PREPARED BY:

Lindsay Whitworth, Esq.
Maynard, Cooper & Gale, P.C.
1901 Sixth Avenue North, Suite 2400
Birmingham, Alabama 35203-2618
(205) 254-1000

Bill Garrett Davidson County
Batch# 72660 DEEDWARR
03/23/2018 11:47:12 AM 9 pgs
Fees: $48.00 Taxes: $2,423.50

20180323-0027556

ADDRESS OF NEW OWNER/SEND TAX BILLS TO:

Bank of the Ozarks
Attention: Rick Pruitt
17091 Chenal Parkway
Little Rock, Arkansas 72223

MAP/PARCEL NO.

02615004200

LIMITED WARRANTY DEED

THIS LIMITED WARRANTY DEED is made as of the 21st day of March, 2018, by and between **REGIONS BANK**, an Alabama state banking corporation, successor by merger to Amsouth Bank (the "Grantor"), and **BANK OF THE OZARKS**, an Arkansas state bank (the "Grantee").

Witnesseth:

The Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, conveys, remises, releases and transfers unto the Grantee, its successors and assigns, all that certain real property situated in Davidson County, Tennessee, as more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"), subject to those matters more particularly described set forth on Exhibit B attached hereto and made a part hereof (the "Permitted Exceptions"), none of which shall be deemed to be reimposed.

TOGETHER with Grantor's interest in all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD unto the Grantee, and the Grantee's successors and assigns, forever.

The Grantor does hereby warrant that it will defend the Grantee against the lawful claims of all persons claiming by, through or under the Grantor but against none other, and further subject to all claims arising under or by virtue of the Permitted Exceptions.

GRANTEE ACKNOWLEDGES THAT EXCEPT FOR ANY EXPRESS WARRANTIES AND REPRESENTATIONS CONTAINED HEREIN, IN THE PURCHASE AND SALE

AGREEMENT DATED DECEMBER 20, 2017 BY AND BETWEEN GRANTOR AND GRANTEE (THE "PSA"), OR IN ANY OTHER CLOSING DOCUMENT EXECUTED AND DELIVERED IN CONNECTION HEREWITH, IF ANY, GRANTEE IS NOT RELYING ON ANY WRITTEN, ORAL, IMPLIED OR OTHER REPRESENTATIONS, STATEMENTS OR WARRANTIES BY GRANTOR OR ANY AGENT OF GRANTOR OR ANY REAL ESTATE BROKER OR SALESMAN. ALL PREVIOUS WRITTEN, ORAL, IMPLIED OR OTHER STATEMENTS, REPRESENTATIONS, WARRANTIES OR AGREEMENTS, IF ANY, ARE MERGED HEREIN.

OTHER THAN AS SPECIFICALLY DISCLOSED OR SET FORTH HEREIN, IN THE PSA, OR IN ANY OTHER CLOSING DOCUMENT EXECUTED AND DELIVERED IN CONNECTION HEREWITH, GRANTOR HAS NOT MADE, DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY WARRANTIES, REPRESENTATIONS, COVENANTS OR GUARANTEES, EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, AS TO THE MERCHANTABILITY, HABITABILITY, QUANTITY, QUALITY OR ENVIRONMENTAL CONDITION OF THE PROPERTY OR ITS SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE.

GRANTEE AFFIRMS THAT IT (i) HAS INVESTIGATED AND INSPECTED THE PROPERTY TO ITS SATISFACTION AND IS FAMILIAR AND SATISFIED WITH THE CONDITION OF THE PROPERTY AND (ii) OTHER THAN IN CONNECTION WITH THE EXPRESS WARRANTIES AND REPRESENTATIONS CONTAINED HEREIN, IN THE PSA, OR IN ANY OTHER CLOSING DOCUMENT EXECUTED AND DELIVERED IN CONNECTION HEREWITH, HAS MADE ITS OWN DETERMINATION AS TO (a) THE MERCHANTABILITY, QUANTITY, QUALITY AND CONDITION OF THE PROPERTY, INCLUDING THE PRESENCE OF TOXIC OR HAZARDOUS SUBSTANCES, MATERIALS, OR WASTES OR OTHER ACTUAL AND POTENTIAL ENVIRONMENTAL CONTAMINATES, AND (b) THE PROPERTY'S SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE. EXCEPT IN CONNECTION WITH THE EXPRESS WARRANTIES AND REPRESENTATIONS CONTAINED HEREIN, IN THE PSA, OR IN ANY OTHER CLOSING DOCUMENT EXECUTED AND DELIVERED IN CONNECTION HEREWITH, GRANTEE HEREBY ACCEPTS THE PROPERTY IN ITS PRESENT CONDITION ON AN "AS IS," "WHERE IS" AND "WITH ALL FAULTS," INCLUDING ENVIRONMENTAL, BASIS AND ACKNOWLEDGES THAT (i) WITHOUT THIS ACCEPTANCE, THIS SALE WOULD NOT BE MADE, (ii) THAT THE PURCHASE PRICE REFLECTS THE EXISTING CONDITION OF THE PROPERTY, INCLUDING THE PRESENCE OF ENVIRONMENTAL CONTAMINATION, IF ANY, THEREON, AND (iii) GRANTOR SHALL BE UNDER NO OBLIGATION WHATSOEVER TO UNDERTAKE ANY REPAIR, ALTERATION, REMEDIATION OR OTHER WORK OF ANY KIND WITH RESPECT TO ANY PORTION OF THE PROPERTY.

EXCEPT AS OTHERWISE AGREED TO HEREIN, THE EXPRESS WARRANTIES AND REPRESENTATIONS CONTAINED HEREIN, IN THE PSA OR IN ANY OTHER CLOSING DOCUMENT EXECUTED AND DELIVERED IN CONNECTION HEREWITH,, GRANTOR IS HEREBY RELEASED BY GRANTEE AND ITS SUCCESSORS AND ASSIGNS OF AND FROM ANY AND ALL RESPONSIBILITY, LIABILITY, OBLIGATIONS AND CLAIMS, KNOWN OR UNKNOWN, INCLUDING (1) ANY OBLIGATION TO TAKE THE

PROPERTY BACK OR REDUCE THE PRICE, OR (2) ACTIONS FOR CONTRIBUTION OR INDEMNITY, THAT GRANTEE OR ITS SUCCESSORS AND ASSIGNS MAY HAVE AGAINST GRANTOR OR THAT MAY ARISE IN THE FUTURE, BASED IN WHOLE OR IN PART, UPON THE PRESENCE OF TOXIC OR HAZARDOUS SUBSTANCES, MATERIALS, OR WASTES OR OTHER ACTUAL OR POTENTIAL ENVIRONMENTAL CONTAMINATES ON, WITHIN OR UNDER THE SURFACE OF THE PROPERTY.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, IN THE PSA, OR IN ANY OTHER CLOSING DOCUMENT EXECUTED AND DELIVERED IN CONNECTION HEREWITH, GRANTOR SHALL HAVE NO LIABILITY TO GRANTEE, AND GRANTEE SHALL RELEASE GRANTOR FROM ALL RISKS AND LIABILITY (INCLUDING CONTRACTUAL AND/OR STATUTORY ACTIONS FOR CONTRIBUTION OR INDEMNITY), FOR, CONCERNING, OR REGARDING (1) THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE SUITABILITY THEREOF FOR ANY ACTIVITY OR USE; (2) ANY IMPROVEMENTS OR SUBSTANCES LOCATED THEREON; OR (3) THE COMPLIANCE OF THE PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENT OR OTHER BODY. EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN THE PSA, GRANTEE AND ITS SUCCESSORS AND ASSIGNS HAVE, AND SHALL BE DEEMED TO HAVE, ASSUMED ALL RISK AND LIABILITY WITH RESPECT TO PRESENCE OR REMEDIATION OF ALL THE KNOWN AND UNKNOWN TOXIC OR HAZARDOUS SUBSTANCES, MATERIALS, OR WASTES OR OTHER ACTUAL OR POTENTIAL ENVIRONMENTAL CONTAMINATES ON, WITHIN OR UNDER THE SURFACE OF THE PROPERTY, INCLUDING BOTH KNOWN OR UNKNOWN, APPARENT, NON-APPARENT OR LATENT, AND WHETHER EXISTING PRIOR TO, AT, OR SUBSEQUENT TO, TRANSFER OF THE PROPERTY.

GRANTEE ACKNOWLEDGES THAT THE FOREGOING PARAGRAPHS HAVE BEEN FULLY EXPLAINED TO GRANTEE AND THAT GRANTEE FULLY UNDERSTANDS AND ACCEPTS THE SAME.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed as of the day and year first above written.

GRANTOR:

REGIONS BANK, an Alabama state banking corporation

By: _____
Name: Korey J. Cox
Title: Vice President

STATE OF ALABAMA

COUNTY OF JEFFERSON

Before me, Randi L Dicus of the state and county mentioned, personally appeared Korey J. Cox, with whom I am personally acquainted, and who, upon oath, acknowledged such person to be Vice President of Regions Bank, an Alabama state banking corporation, the within named bargainor, and that as such he executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as such Vice President.

Witness my hand and seal, at office in Birmingham, this 30 day of March 2018.

Randi L Dicus

Notary Public

Printed Name: Randi L Dicus

My Commission Expires:

10/6/2020

RANDI L. DICUS
Notary Public
Alabama State at Large

NOTARY PUBLIC

EXHIBIT A TO LIMITED WARRANTY DEED

[Legal Description]

SCHEDULE "A" - ITEM "4"
LEGAL DESCRIPTION
CONTINUED

BEING a certain tract of land located along the East side of U.S. Highway 31E (Gallatin Road) and the South side of Northside Drive in the Tenth Councilmanic District of Metropolitan Nashville, Davidson County, Tennessee, being Lot 4 of the Resubdivision of Lot 3 Northside Festival of record in Book 9700, page 162, Register's Office for Davidson County, Tennessee, and being more particularly described by metes and bounds as follows:

BEGINNING at an iron pin (old), said pin being the northwest corner of the herein described tract, a corner to Lot 3 of the above referenced plat, and in the South right-of-way of U.S. Highway 31E (Gallatin Road);

THENCE with said right-of-way North 45° 55' 11" East, 79.19 feet to an iron pin (old), said pin being the beginning of a curve to the right, said curve having a central angle of 90° 00' 00", a radius of 25.00 feet, an arc length of 39.27 feet and a chord of South 89° 04' 49" East, 35.36 feet;

THENCE along the arc of the above described curve 39.27 feet to an iron pin, said pin being in the South right-of-way of Northside Drive;

THENCE with said right-of-way South 44° 04' 49" East, 228.22 feet to a concrete monument (old), said monument being the beginning of a curve to the left, said curve having a central angle of 00° 17' 24", a radius of 925.00 feet, an arc length of 4.68 feet and a chord of South 44° 13' 31" East, 4.68 feet;

THENCE with said right-of-way, along the arc of the above described curve 4.68 feet to an iron pin (old), said pin being a corner to Lot 5 of the above referenced plat, also being the beginning of a curve to the right, said curve having a central angle of 85° 55' 24", a radius of 25.00 feet, an arc length of 37.49 feet and a chord of South 01° 24' 31" East, 34.08 feet;

THENCE with said Lot, along the arc of the above described curve, 37.49 feet to an iron pin (old);

THENCE with said Lot South 41° 33' 11" West, 69.06 feet to an iron pin (old);

THENCE with said Lot South 37° 03' 52" West, 80.15 feet to an iron pin (old), said pin being a corner to the aforementioned Lot 3;

THENCE with said Lot 3 for the next 5 calls:
1. North 44° 04' 49" West, 109.65 feet to an iron pin (old);
2. North 45° 55' 11" East, 13.86 feet to an iron pin (old);
3. North 44° 04' 49" West, 20.25 feet to an iron pin (old);

CONTINUED

4. North 45° 55' 11" East, 21.48 feet to an iron pin (old);
5. North 44° 05' 40" West, 166.05 feet to the point of beginning an containing 33,925 square feet or 0.779 acres, more or less.

TOGETHER with Non-Exclusive Rights and Easements as set forth in Declaration of Easements, Covenants and Restrictions for Northside Festival Shopping Center of record in Book 9818, page 370, as amended in Book 9913, page 591, Register's Office for Davidson County, Tennessee, as amended in Book 10089 Page 261.

BEING a portion of the same property conveyed to Nashvest Associates Limited Partnership, a Georgia Limited Partnership, by Deeds of Record in Book 9718, page 1, Book 9715, page 10 and Book 9715, page 13, Register's Office for Davidson County, Tennessee.

EXHIBIT B TO LIMITED WARRANTY DEED

[Permitted Exceptions]

1. Taxes or assessments of any taxing authority that levies taxes or assessments on real property.

2. Taxes for the year 2018, a lien, not yet due and payable.

3. Subject to the following matters shown on the Plan of record in Plat Book 9700, Page 161, Register's Office for Davidson County, Tennessee.

a. Easements described in Special Notes section;

b. Right of Way of U.S.Highway 31-E;

c. Right of Way of Northside Drive as shown on survey prepared by Ted J. Stevenson, II, TN RLS #2136, Ragan-Smith Associates, Inc., dated February 13, 2018, last revised March 5, 2018, Project No. 18004;

d. 10' Minimum Basic Setback Line as shown on survey prepared by Ted J. Stevenson, II, TN RLS #2136, Ragan-Smith Associates, Inc., dated February 13, 2018, last revised March 5, 2018, Project No. 18004;

e. 15' Minimum Basic Setback Line;

f. 10' Electric Utility and Overhang Easement as shown on survey prepared by Ted J. Stevenson, II, TN RLS #2136, Ragan-Smith Associates, Inc., dated February 13, 2018, last revised March 5, 2018, Project No. 18004;

g. 5' Electric Utility and Overhang Easement;

h. 20' x 20' Anchor Easement as shown on survey prepared by Ted J. Stevenson, II, TN RLS #2136, Ragan-Smith Associates, Inc., dated February 13, 2018, last revised March 5, 2018, Project No. 18004;

i. 5' Future Right of Way Reservation as shown on survey 20' x 20' Anchor Easement as shown on survey prepared by Ted J. Stevenson, II, TN RLS #2136, Ragan-Smith Associates, Inc., dated

February 13, 2018, last revised March 5, 2018, Project No. 18004;

j. 10' UG Public Utility Easement; and

k. 5' x 30' Anchor Easement.

4. Declaration of Easements, Covenants and Restrictions of record in Book 9818, Page 370, amended in Book 9912, Page 591, and Book 10089, Page 201, in the Register's Office for Davidson County, Tennessee, but omitting any restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap but does not discriminate against handicapped persons.

5. Grant of Underground Utility Easement to The Metropolitan Government of Nashville and Davidson County of record in Book 10223, Page 343, in the Register's Office for Davidson County, Tennessee as shown on survey prepared by Ted J. Stevenson, II, TN RLS #2136, Ragan-Smith Associates, Inc., dated February 13, 2018, last revised March 5, 2018, Project No. 18004.

6. Restrictions and Easements in a lease agreement by and between Nashvest Associates Limited Partnership, a Georgia limited partnership, Lessor, and Michaels Stores, Inc., a Delaware corporation, Lessee, dated May 23, 1995, as evidenced by a Memorandum of Shopping Center Lease of record in Book 9736, Page 271, Register's Office for Davidson County, Tennessee. (As to Shopping Center Common Area Only).

Subject to the Exclusions from Coverage and the Conditions contained in the policy, this policy insures the insured against actual loss or damage sustained by reason of the enforcement, or attempted enforcement, of said restrictions interfering with use of the Land as a bank or use of access easements described in Schedule A.

7. Restrictions and Easements in a lease agreement by and between Nashvest Associates Limited Partnership, a Georgia limited partnership, Lessor, and Circuit City Stores, Inc., a Virginia corporation, Lessee, as evidenced by Memorandum of Lease dated June 29, 1995, of record in Book 9759, Page 263, Register's Office for Davidson County, Tennessee. (As to Shopping Center Common Area Only).

First Amendment to Memorandum of Lease of record in Instrument No. 20060929-0120595, said Register's Office.

Subject to the Exclusions from Coverage and the Conditions contained in the policy, this policy insures the insured against actual loss or damage sustained by reason of the enforcement, or

attempted enforcement, of said restrictions interfering with use of the Land as a bank or use of access easements described in Schedule A.

8. Restrictions and Easements in a lease agreement by and between Nashvest Associates Limited Partnership, a Georgia limited partnership, Lessor, and PetSmart, Inc., a Delaware corporation, Lessee, as evidenced by a Memorandum of Lease dated April 28, 1995, of record in Book 9948, Page 421, Register's Office for Davidson County, Tennessee. (As to Shopping Center Common Area Only).

Subject to the Exclusions from Coverage and the Conditions contained in the policy, this policy insures the insured against actual loss or damage sustained by reason of the enforcement, or attempted enforcement, of said restrictions interfering with use of the Land as a bank or use of access easements described in Schedule A.

9. Rights or interests of adjoining owners in and to any party walls.

10. The following matters as shown on survey prepared by Ted J. Stevenson, II, TN RLS #2136, Ragan-Smith Associates, Inc., dated Februrary 13, 2018, last revised March 5, 2018, Project No. 18004:

a. Underground electric line;

b. 15" reinforced concrete pipe;

c. 24" x 15" reinforced concrete pipe;

d. 12" corrugated metal pipe;

e. Overhead electric power line; and

f. Transformer pad.

STATE OF ALABAMA
COUNTY OF JEFFERSON

The actual consideration or value, whichever is greater for this transfer is $655,000.00.

Affiant

Subscribed and sworn to before me this the 20 day of March, 2018.

Notary Public

My Commission Expires: 10/6/2020

RANDI L. DICUS
Notary Public
Alabama State at Large

