Karen Johnson Davidson County
Batch# 789918 DEEDWARRSP
01/13/2022 12:36:30 PM 6 pgs
Fees: $33.00 Taxes: $12,543.00
20220113-0005191

Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
Scarritt-Bennett Center 1027 18th Avenue South Nashville, Tennessee 37212	Map & Parcel Nos. 104-04-0-056.00 104-04-0-057.00	Scarritt-Bennett Center 1027 18th Avenue South Nashville, Tennessee 37212

This instrument prepared by: Richard F. Warren, Jr., Bradley Arant Boult Cummings LLP, 1600 Division Street, Suite 700, Nashville, Tennessee 37203

SPECIAL 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 all of which are hereby acknowledged, THE UPPER ROOM, a Tennessee nonprofit corporation (the "Grantor"), has bargained and sold, and by these presents transfers and conveys to SCARRITT - BENNETT CENTER, a Tennessee nonprofit corporation (the "Grantee"), Grantee's successors and assigns, the real property described on **Schedule 1**, which is attached hereto and incorporated herein by reference (the "Property"), together with all rights, interests, easements and hereditaments appurtenant thereto.

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to the matters described on **Schedule 2**, attached hereto and incorporated herein by reference (collectively, the "Permitted Encumbrances").

This is improved property located at 1001 and 1003 18th Avenue South, Nashville, Tennessee.

TO HAVE AND TO HOLD the Property, with all appurtenances, estate, title, and interest thereto belonging to the Grantee, Grantee's successors and assigns, forever.

Grantor covenants with the Grantee, its successors and assigns, that the Property is free from all encumbrances made or suffered by Grantor, except the Permitted Encumbrances. Grantor covenants and binds itself, and its successors and assigns, to warrant and forever defend the title to the Property to the Grantee, Grantee's successors and assigns, against the lawful claims of all persons whomsoever claiming by, through or under Grantor, except (i) claims arising under or by virtue of the Permitted Encumbrances, and (ii) Grantor makes no warranty as to the amount of acreage in the Property.

STATE OF Tennessee
COUNTY OF Davidson

The actual consideration or value, whichever is greater, for this transfer is $3,390,000.00

Janet Jamieson
Affiant

Subscribed and sworn to before me this 5th day of January, 2022.

STEPHANIE COVINGTON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires JAN. 8, 2024

Stephanie Covington
Notary Public
My Commission Expires: 1/8/24

Except as otherwise expressly provided in this Special Warranty Deed (the "Deed"), by acceptance of this Deed, Grantee acknowledges and agrees that: (i) Grantor has not made, is not making and specifically disclaims and negates any warranties, representations, guarantees or assurances (express or implied) regarding the Property or any rights, interests, easements and hereditaments appurtenant thereto; (ii) Grantee is purchasing the Property "As-Is, Where-Is" with all faults and all latent or patent defects; and (iii) Grantee, on behalf of itself and its successors and assigns, shall be deemed to have waived, released and discharged Grantor from all claims that Grantee or its successors or assigns has or may have against Grantor relating to the Property, whether known or unknown, existing or arising in the future, including, but not limited to, claims for contribution or indemnity under any environmental laws.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Grantor has executed this Deed this 5th day of January, 2022.

GRANTOR:

THE UPPER ROOM,
a Tennessee nonprofit corporation

By: Janet Jamieson
Name: Janet Jamieson
Title: CFO / Treasurer

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Stephanie G. Covington, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Janet Jamieson, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the CFO of The Upper Room, a Tennessee nonprofit corporation, the within named bargainor, and that he/she as such CFO, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company, by himself/herself in his capacity as the CFO.

Witness my hand seal at office this 5th day of January, 2022.

Stephanie G Covington
Notary Public

My Commission Expires: 1/8/24

STEPHANIE G. COVINGTON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires JAN. 8, 2024

[Signature Page to Special Warranty Deed]

SCHEDULE 1

PROPERTY DESCRIPTION

TRACT I

Land in Davidson County, Tennessee, being the easterly part of lot number 2 on the map showing subdivision of lot numbers 1, 2., 3, 4 & 5 in the re-subdivision of lot numbers 1, 2, 3, 4,, 5, 6 & 8 and part of lot number 7 in D. S. Hendrick's Subdivision of Lot number 3 in 0. B. Hayes Rokeby Plan, as of record in Book 421, page 197, register's office for said county.

Said part of lot number 2 front 64 feet on the westerly side of 18th Avenue South, formerly Lamar Street, and runs back 153.2 feet on the southerly line and 153.6 feet on the northerly line to a private alley and shows 64 feet thereon.

TRACT II

Land in Davidson County, Tennessee, being lot number 3 on the map showing the re-subdivision of D. S. Hendrick's Subdivision of Lot number 3 in O. B. Hayes' Rokeby Plan, as of record in Book 547, page 6, Register's Office for said County.

Said lot number 3 front 60 feet on the westerly side of 18th Avenue South and extends back 170 feet on the northerly line along the southerly margin of Grand Avenue and 169.6 feet on the southerly line to a dead line, measuring 54 feet thereon.

Being the same property conveyed to The Upper Room, a Tennessee nonprofit corporation, by Deed of record in Book 7113, page 686, dated May 31, 1986, Register's Office for Davidson County, Tennessee.

To avoid confusion, the following tract is not included in this conveyance.

TRACT III

Being the westerly 16' of Lot 2 of Plat in Plat Book 421, page 197, now Lot 4 of Plat in Plat Book 547, page 6, said Register's Office.

Being part of the same property conveyed to WILLIAM ALLOWAY, by deed from, JAMES A. NEWMAN, TRUSTEE, of record in Book 1086, page 261, dated October 1, 1938, said Register's Office. WILLIAM ALLOWAY having since died testate on or about January 4, 1955. Said property is vested in the Testamentary Trust of WILLIAM ALLOWAY pursuant to the Last Will and Testament of WILLIAM ALLOWAY of record in Will Book 67, page 487, Probate Clerk's Office for Davidson County, Tennessee.

SCHEDULE 2

PERMITTED ENCUMBRANCES

(1) Real estate taxes for the year 2022, and subsequent years, a lien, not yet due and payable.

(2) Matters shown on the Plan of record in Plat Book 421, page 197, and in Plat Book 547, page 6, said Register's Office.

CERTIFICATE OF AUTHENTICITY

I, Dianne Kirby, do hereby make oath that I am the custodian of the original version the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated on January 5, 2022 according to State of Tennessee law effective July 1, 2021.

1/5/22
Date

Affiant Signature

State of Tennessee

County of Davidson

Sworn to and subscribed before me this 5th day of January, 2022.

Notary's Signature

My Commission Expires: 9-08-25

DIANNE R. KIRBY
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY