Karen Johnson Davidson County
Batch# 853160 DEEDWARRSP
05/10/2022 11:57:30 AM 5 pgs
Fees: $28.00 Taxes: $3,792.50
20220510-0053357

This Instrument Prepared by:
Paul F. Soper
2323 21st Ave., S., Ste. 502
Nashville, TN 37212

SPECIAL WARRANTY DEED

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP/PARCEL NO.:
Vitality Properties 6336 Wildwood Drive Brentwood, TN 37027	Same as New Owner	083-09-0-001.00

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 is hereby acknowledged, **400 Gallatin, LLC**, a Texas limited liability company with its principal place of business located at 400 Gallatin Avenue, Nashville, TN 37206-3221 and a mailing address of 5742 Darling St. Ste. A, Houston, TX 77007-1855 ("**Grantor**"), has GRANTED, BARGAINED, SOLD, and CONVEYED and by these presents does GRANT, BARGAIN, SELL, and CONVEY unto **Vitality Properties, LLC**, a Tennessee limited liability company with its principal place of business located at 6336 Wildwood Drive, Brentwood, TN 37027 ("Grantee") , the tract or parcel of land in Davidson County, Tennessee, described in Exhibit A, together with (a) all improvements located thereon, (b) all right, title, and interest of Grantor, in any, in and to the rights, benefits, privileges, easements, tenements, hereditaments, and appurtenances thereon or in anywise appertaining thereto, and (c) all right, title, and interest of Grantor, if any, in an to all strips and goes and any land lying in the bed of any street, road or alley, open or proposed, adjoining such tract or parcel of land (such land and interests are hereinafter collectively referred to as the "**Property**").

This Special Warranty Deed and the conveyance hereinabove set forth is executed by Grantor and accepted by Grantee subject to all easements, restrictions, reservations and covenants now of record and further subject to all matters that a current, accurate survey of the Property would show (hereinafter referred to collectively as the "Permitted Exceptions").

Grantee acknowledges that Grantee has independently and personally inspected the Property. The Property is hereby conveyed to and accepted by Grantee in its present condition, "**AS IS, WITH ALL FAULTS, AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED.**" Notwithstanding anything contained herein to the contrary, it is understood and agreed that Grantor and Grantor's agents or employees have never made and are not now making, and they specifically disclaim, any warranties, representations or guaranties of any kind or character, express or implied, oral or written, with respect to the Property that are not contained in the Sale Agreement, including, but not limited to, warranties, representations or guaranties as to (a) matters of title (other than Grantor's warranty of title set forth herein),

(b) environmental matters relating to the Property or any portion thereof, including, without limitation, the presence of Hazardous Materials (as defined in the purchase and sale agreement, the "Sale Agreement" between Grantor and Grantee) in, on, under or in the vicinity of the Property, (c) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding the withdrawal of water, and geologic faults and the resulting damage of past and/or future faulting, (d) whether, and to the extent to which the Property or any portion thereof is affected by any stream (surface or underground), body of water, wetlands, flood prone area, flood plain, floodway or special flood hazard, (e) drainage, (f) soil conditions, including the existence of instability, past soil repairs, soil additions or conditions of soil fill, or susceptibility to landslides, or the sufficiency of any undershoring, (g) the presence of endangered species or any environmentally sensitive or protected areas, (h) zoning or building entitlements to which the Property or any portion thereof may be subject, (i) the availability of any utilities to the Property or any portion thereof including, without limitation, water, sewage, gas and electric, (j) usages of adjoining property, (k) access to the Property or any portion thereof, (l) the value, compliance with the plans and specifications, size, location, age, use, design, quality, description, suitability, structural integrity, operation, title to, or physical or financial condition of the Property or any portion thereof, or any income, expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining to the Property or any part thereof, (m) the condition or use of the Property or compliance of the Property with any or all federal, state or local ordinances, rules, regulations or laws, building, fire or zoning ordinances, codes or other similar laws, (n) the existence or non-existence of underground storage tanks, surface impoundments, or landfills, (o) any other matter affecting the stability and integrity of the Property, (p) the potential for further development of the Property, (q) the merchantability of the Property or fitness of the Property for any particular purpose, (r) the truth, accuracy or completeness of the Property Documents, (s) tax consequences, or (t) any other matter or thing with respect to the Property. **EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN THE SALE AGREEMENT, GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO GRANTEE, INCLUDING, WITHOUT LIMITATION, THE PHYSICAL CONDITION OF THE PROPERTY, OR ITS SUITABILITY FOR ANY PARTICULAR PURPOSE OR OF MERCHANTABILITY. GRANTEE IS RELYING ON ITS INVESTIGATIONS OF THE PROPERTY IN DETERMINING WHETHER TO ACQUIRE IT. THE PROVISIONS OF THIS PARAGRAPH ARE A MATERIAL PART OF THE CONSIDERATION FOR GRANTOR EXECUTING THIS SPECIAL WARRANTY DEED, AND SHALL SURVIVE CLOSING.**

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto the said Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor but not otherwise, subject to the Permitted Exceptions.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS Grantor's hand, this 28th day of April, 2022.

MARIA ORTIZ
Notary Public, State of Texas
Comm Expires 06-23-2024
Notary ID 13253345-4

400 GALLATIN, LLC, a Tennessee limited liability company

By: _____
Kyle Brown, President

STATE OF Texas)

COUNTY OF Harris)

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared KYLE BROWN, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he is PRESIDENT of 400 GALLATIN, LLC, a Tennessee limited liability company, the within named bargainor, and that he as PRESIDENT and being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the said bargainor by himself as PRESIDENT.

Witness my hand and official seal at 28, this 28 day of April, ~~2012~~ 2022

_____
Notary Public

My Commission Expires:

STATE OF ~~TENNESSEE~~ Texas)
COUNTY OF ~~DAVIDSON~~ Harris)

The actual consideration for this transfer, or value of property (whichever is greater) is $1,025,000.00.

_____
Affiant

Subscribed and sworn before me this 28th day of April, 2022.

MARIA ORTIZ
Notary Public, State of Texas
Comm. Expires 06-23-2024
Notary ID 13253345-4

_____
NOTARY PUBLIC
My Commission Expires: 6/23/24

EXHIBIT "A"
Legal Description

Land in Davidson County, Tennessee, being Lot No. 4 on the Map of Con. O'Donnell's Addition to Edgefield, now East Nashville, Tennessee, not of record and described as follows:

Beginning at a point in the Westerly margin of Gallatin Road 150 feet South of the Southerly margin of Mansfield Avenue, and extending along Gallatin Pike 50 feet on the Westerly side of said Pike, as widened, and running back between parallel lines 170 feet, more or less, to an alley.

Being the same property conveyed to 400 GALLATIN, LLC, A TEXAS LIMITED LIABILITY COMPANY, by deed from MACK PROPS, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, of record in Instrument No. 20180618-0058596, dated June 8, 2018, said Register's Office.

Tennessee Certification of Electronic Document

I, Paul Sopr, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of 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 according to law on 4/28/22 (date of document).

Affiant Signature

5/2/22
Date

State of TENNESSEE

County of DAVIDSON

Sworn to and subscribed before me this 2nd day of May, 2022.

Melissa D. Harris
Notary's Signature

MY COMMISSION EXPIRES: 11/08/2022

NOTARY'S SEAL

