Karen Johnson Davidson County
Batch# 1157462 DEEDWARR
07/12/2024 01:02:30 PM 4 pgs
Fees: $23.00 Taxes: $27,750.00
20240712-0052588

This instrument prepared by and return to:
David C. Porteous, Attorney
1715 Aaron Brenner Drive, Suite 800
Memphis, Tennessee 38120

WARRANTY DEED

THIS INDENTURE, made and entered into effective the 12th day of July, 2024, by and between DUNLAP AND KYLE TIRE COMPANY, INC., a Tennessee corporation, aka Dunlap & Kyle Tire Co., Inc., party of the first part, and HTI MEMORIAL HOSPITAL CORPORATION, a Tennessee corporation, party of the second part.

WITNESSETH: That for and in consideration of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part the following described real estate, situated and being in the County of Davidson, State of Tennessee:

Lot No. 2 as shown on the plat DUNLAP & KYLE'S RESUBDIVISION OF THE NASHVILLE HOUSING AUTHORITY SUBDIVISION, of record in Instrument No. 200110310118522, in the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more detailed description.

Being the same property conveyed to Dunlap & Kyle Tire Company, Inc., a Tennessee corporation, by deed from Dunlap & Kyle Company, Inc., a Mississippi corporation, successor-by-merger of Dunlap & Kyle Realty Company, Inc. and Dunlap & Kyle Company, Inc., of record in Book 7609, Page 622, in the Register's Office of Davidson County, Tennessee.

TO HAVE AND TO HOLD the aforesaid real estate together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, its successors and assigns, in fee simple forever.

The said party of the first part does hereby covenant with the said party of the second part that it is lawfully seized in fee of the aforedescribed real estate; that it has a good right to sell and convey the same; that the same is unencumbered, except for the items described on Exhibit A attached hereto, and ad valorem taxes for Davidson County for the year 2024, a lien not yet due an payable, which party of the second part agrees to pay, and that the title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons arising by, through or under party of the first part, but not otherwise.

The word "party" as used herein shall mean "parties" if more than one person or entity be referred to, and pronouns shall be construed according to their proper gender and number according to the context hereof.

[Signature is on the following page]

WITNESS the signature of the party of the first part the day and year first above written.

DUNLAP AND KYLE TIRE COMPANY, INC.

By: Dennis King
Dennis King, Vice President

STATE OF MISSISSIPPI
COUNTY OF PANOLA

Before me, Dennis King, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Dennis King, to me known (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be Vice President of Dunlap and Kyle Tire Company, Inc., a Tennessee corporation, the within named bargainor, and that he as such Vice President, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Vice President.

WITNESS my hand and Notarial Seal at office this 10 day of July, 2024.

Cheri L. Downs
Notary Public

My Commission Expires: July 10, 2028

STATE OF MISSISSIPPI
CHERI L. DOWNS
NOTARY PUBLIC
Panola County
Commission Expires
July 10, 2028
COMMISSION NUMBER 102761

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Property Address: 800 Dickerson Pike
Parcel Identification No. 082 06 0 077.00

Name and address of property owner and
mail tax bills to:
HTI Memorial Hospital
One Park Plaza
Nashville TN 37203

State Tax .....$ 27,751.00
Register's Fee..... $ 2.00
Recording Fee..... $ 15.00
TOTAL $27,768.00

I, or we, hereby swear or affirm that, to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $7,500,000.00 which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Stacey Palmer
Affiant

Subscribed and sworn to before me this 12th day of July 2024.

Notary Public

My Commission Expires:

SAVANNAH KATELYN SUITERS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 11-03-2025

EXHIBIT A

Exceptions

1. All matters shown on plat(s) of record in Book 57, Page 58; Book 332, Page 171; Book 4300, Page 67; and Instrument No. 200110310118522, in the Register's Office of Davidson County, Tennessee.

2. Matters contained in Deed of record in Book 1973, Page 523, in the Register's Office of Davidson County, Tennessee.

3. Terms and provisions of Restrictive Covenants Running With The Land of The Nashville Housing Authority in the East Nashville Urban Renewal Project, by The Nashville Housing Authority, of record in Book 3368, Page 23, in the Register's Office of Davidson County, Tennessee.

4. Matters contained in Deed of record in Book 3709, Page 421, in the Register's Office of Davidson County, Tennessee.

5. Matters contained in Deed of record in Book 3709, Page 427, in the Register's Office of Davidson County, Tennessee.

6. Matters contained in Deed of record in Book 3709, Page 429, in the Register's Office of Davidson County, Tennessee.

7. Matters contained in Deed of record in Book 3709, Page 515, in the Register's Office of Davidson County, Tennessee.

8. Matters contained in Deed of record in Book 3709, Page 519, in the Register's Office of Davidson County, Tennessee.

9. Matters contained in Deed of record in Book 3709, Page 549, in the Register's Office of Davidson County, Tennessee.

10. Matters contained in Deed of record in Book 3709, Page 551, in the Register's Office of Davidson County, Tennessee.

11. Easement(s) retained in Metropolitan Government of Nashville and Davidson County Bill No. 64-257, not of record in the Register's Office of Davidson County, Tennessee.

12. [Intentionally omitted]

13. Matters contained in Deed of record in Book 4597, Page 228, in the Register's Office of Davidson County, Tennessee.

14. Easement(s) retained in Metropolitan Government of Nashville and Davidson County Bill No. 78-840, not of record in the Register's Office of Davidson County, Tennessee.

15. Easement(s) retained in Metropolitan Government of Nashville and Davidson County Bill No. 088-235, not of record in the Register's Office of Davidson County, Tennessee.

16. Easement(s) retained in Metropolitan Government of Nashville and Davidson County Bill No. 094- 1104, not of record in the Register's Office of Davidson County, Tennessee.

17. Terms and provisions of Easement Agreement, by and between Dunlap & Kyle Tire Co., Inc. and FS&S Partnership, of record in Instrument No. 200111050121175, in the Register's Office of Davidson County, Tennessee.

18. Lack of direct access to a controlled access highway, I-24.

19. Rights of others in and to the alley (Alley No. 715) contiguous to the land.

20. Rights of others in and to the closed road (Hancock Street) contiguous to the land.

Tennessee Certification of Electronic Document

I, Bainbridge Dillion, 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 correct copy of the original document executed and authenticated according to law on 7/12/2024

Bainbridge Dillion
Affiant Signature

Date: 7/12/2024

State of Tennessee

County of Davidson

Sworn to and subscribed before me this **12th** day of July, 2024.

Jodean M. King
Notary's Signature

Notary's Seal

My Commission Expires: 7/22/2025
Date: 7/12/2024

