

Prepared by and ~~return to~~:
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SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and entered into effective as of the **17th day of November, 2017**, by and between **BancorpSouth Bank**, a banking corporation organized and existing under the laws of the State of Mississippi ("Grantor"), and **East Side Baptist Church, Inc.**, a Tennessee nonprofit religious corporation ("Grantee").

WITNESSETH: That for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor has bargained and sold and does hereby bargain, sell, convey and specially warrant unto Grantee the following described real estate, situated and being in the County of Shelby, State of Tennessee:

Beginning at the point of intersection of the North line of U.S. Highway 70 (106' R.O.W.) and the centerline of Evergreen Road; thence along said North line S 67 degrees 46'01" W a distance of 1043.47' to a point; thence N 10 degrees 34'56" W a distance of 484.47' to a point; thence N 71 degrees 31'41" E a distance of 1155.22' to a point in the centerline of Evergreen Road; thence along said centerline S 5 degrees 12'54" W a distance of 449.29' to the point of beginning.

THE AFORESAID PROPERTY AS DESCRIBED BY SURVEY AS FOLLOWS:

Beginning at a set 1/2" rebar with plastic cap in the northwest line of U.S. Highway No. 70 (106' R.O.W.), said point being the southwest corner of said property recorded in Instrument No. 13131494, the southeast corner of the Scott Munchow and George Munchow property recorded in Instrument No. FM-0161 and being on TCS 1983 (N-360491.68, E-857520.84); thence north 11 degrees 52 minutes 35 seconds west along the west line of said property recorded in Instrument No. 13131494 and along the east line of said property recorded in Instrument No. FM-0161, 484.47 feet to a set 1/2" rebar with plastic cap at the northwest corner of said property recorded in Instrument No. 13131494; thence north 70 degrees 14 minutes 02 seconds east along the northwest line of said property recorded in Instrument No. 13131494, 1178.85 feet to a set cotton picker spindle in the centerline of existing pavement in said Evergreen Road; thence southwestwardly along the centerline of existing pavement in said Evergreen Road the following calls: south 07 degrees 06 minutes 30 seconds west, 318.50 feet to a point; southwestwardly along a curve to the left having a radius of 2474.72 feet, delta angle of 03 degrees 17 minutes 12 seconds, chord bearing of south 05 degrees 27 minutes 54 seconds west, chord distance of 141.94 feet and a curve distance of 141.96 feet to a set cotton picker spindle at the intersection of the centerline of existing pavement in said Evergreen Road and the northwest line of said U.S. Highway No. 70; thence south 66 degrees 31 minutes 47 seconds west along the

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northwest line of said U.S. Highway No. 70, 1043.06 feet to the POINT OF BEGINNING and containing 11.25 acres of land.

This description was prepared from a survey of this property prepared by Douglas Swink, RLS TN No. 1677, of Ollar Surveying Company, LLC, 3157 Highway 64, Suite 250, Eads, Tennessee 38028, dated September 04, 2014, job number 14072.

Being all of the same property conveyed to Grantor by and through that certain Substitute Trustee's Deed of record in the Shelby County Register's Office as Instrument No. 13131494.

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

Grantor does hereby covenant with Grantee that the aforesaid property is unencumbered EXCEPT: any matter which would be disclosed by a current, accurate ALTA/NSPS survey of said property; 2018 City of Lakeland and 2018 Shelby County real estate taxes, and all subsequent years, liens, not yet due and payable, all of which Grantee assumes and agrees to pay; those certain easements at Book 4414, Page 634, and Book 4842, Page 241 in the Shelby County Register's Office; and that the title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons claiming by, through or under it, but not further or otherwise. Grantor makes no warranty against defects in title and the condition of title to the property existing before the time of its ownership. Grantor has no knowledge of the nature or condition of the property and makes no warranty or representation as to the nature or condition of the property. The property, with all of the rights and liabilities incident thereto, is conveyed to Grantee "as is" "where is" with all defects that may exist, if any.

{SIGNATURE PAGE FOLLOWS}