This Instrument Was Prepared By:
Hugh C. Howser, Jr., Esq.
Trabue, Sturdivant & DeWitt
26th Floor, Life & Casualty Tower
Nashville, Tennessee 37219

BOOK 6454 PAGE 695

Address New Owner(s):
Frist-Massey Neurological
Institute Building, Ltd.
c/o Medical Management
Service
345 24th Avenue North
Nashville, Tennessee 37203

Send Tax Bills to:
New Owner

Map: 92-11
Parcel: 111
Field Book: 21W-10290

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 considerations, the receipt of which is hereby acknowledged, HCA PROPERTIES, INC., a Tennessee corporation (the "Grantor"), has this day bargained and sold, and does hereby transfer and convey to FRIST-MASSEY NEUROLOGICAL INSTITUTE BUILDING, LTD. (the "Grantee"), its successors and assigns, the following described land in Davidson County, Tennessee, to-wit:

Parcel 1:

Being a parcel of land in the First Civil District, Nashville, Davidson County, Tennessee, bounded on the west by Twenty-Fifth Avenue North, located south of Charlotte Avenue and being Lots 6, 7, 8, 9 and 10 on the plan of Samuel J. Keith's Subdivision of Part of Lot 14 of Boyd Cockrill Spring Tract, more particularly described according to a survey by Barge, Waggoner, Sumner and Cannon, dated October 31, 1983, as follows:

Beginning at a point in the easterly margin of Twenty-Fifth Avenue North, 242.50 feet from the southerly margin of Charlotte Avenue; thence, South 88° 09' East, 143.50 feet; thence, South 02° 04' West, 248.10 feet; thence, North 88° 09' West, 143.50 feet to the easterly margin of Twenty-Fifth Avenue, North; thence, with said Avenue, North 02° 04' East, 248.10 feet to the point of beginning, containing 0.817 acres, more or less.

Being the same property conveyed to HCA Properties, Inc. by deed from The Metropolitan Government of Nashville and Davidson County, of record in Book 6037, page 515, Register's Office for Davidson County, Tennessee.

Parcel 2:

Beginning at a point in the northeasterly corner of Parcel 111 on Tax Map 92-11 that is 298.39 feet from the southerly margin of Charlotte Avenue; thence, South 88° East, 5 feet to the centerline of Alley 929; thence, South 02° 04' West, 228.10 feet; thence, North 88° 09' West, 5 feet; thence, North 02° 04' East, 228.10 feet to the point of beginning containing 0.026 acres, more or less.

Being a portion of Alley No. 929, which was closed by Ordinance No. 83-60, Metropolitan Government of Nashville and Davidson County, Tennessee.

This conveyance is made subject to:

1. Easement for sewer and/or storage drainage, of record in Book 4645, page 654, Register's Office for Davidson County, Tennessee.
2. Easement retained in the above referenced Ordinance No. 83-60.
3. Use Restrictions attached hereto as Exhibit A.

This is unimproved property known as 312 25th Avenue North, Nashville, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantee and its successors and assigns, forever.

10/20 819.00 CHECK

7443

AND Grantor covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered, except as herein set out. Grantor further covenants and binds itself, its successors and assigns to warrant and forever defend the title to said real estate to said Grantee, its successors and assigns against the lawful claims of all persons.

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

IN WITNESS WHEREOF, Grantor has executed this instrument on this 20th day of December, 1984.

HCA PROPERTIES, INC.

By: David J. Malone, Jr.
Its: Vice President

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared David J. Malone, Jr. with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged (him/~~her~~)self to be Vice President, of HCA Properties, Inc., the within named bargainor, a corporation, and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

Witness my hand and seal, at office in Nashville, Tennessee, this 20th day of December, 1984.

Peggy Jean Parker
Notary Public

My Commission Expires: July 18, 1987

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

RUSH

The actual consideration or value, whichever is greater, for this transfer is $ 311,655.00.

Affiant

Subscribed and sworn to before me, this 20th day of December, 1984.

Notary Public

My Commission Expires: 1-19-86

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TN
Dec 20 4 18 PM '84
IDENTIF. REFERENCE

1:7 1:7 5:7

1. Use Restrictions. (A) Except as provided in subparagraph (B) hereafter, and unless otherwise approved by the Administrator of Parkview Hospital or HCA, the following use restrictions shall be applicable to the Subject Property:

(i) All tenants of First-Massey Neurological Institute Building, Ltd. (the "Building") shall be a member in good standing of the Parkview Hospital staff;

(ii) No commercial radiological, laboratory, or out-patient surgical services shall be offered in the Building, which services are offered in the ordinary course of business by Parkview Hospital, including, without limitation, surgery, x-ray, computer axial tomography, other radiological "imaging," or blood laboratory work offered on a commercial basis to non-patient third-party users;

(B) The foregoing use restrictions shall not be applicable initially to the approximately 15,000 square feet of area leased to Massey/Burch Investment Group, which shall use the office space only for general office purposes; provided that if Massey/Burch does not lease the space again at the conclusion of its initial lease term for use as general purpose offices, the use restrictions set forth in subparagraph (a) above shall be applicable to all or any portions of said space. The Massey/Burch lease may only be assigned or its space sublet to an individual or entity meeting the use restrictions of subparagraphs (a) above.

2. Grantor's Option to Purchase. In consideration of the Grantor's causing a bond purchase agreement to be executed by Hospital Corporation of America, the Grantee covenants and agrees to sell the property and the building to be erected on the property to the Grantor on December 20, 1994 for $6,300,000, subject to the existing tenant leases. The Grantor shall be entitled to a credit against the purchase price of the then outstanding balance on the promissory note from the Grantee to the Grantor secured by the property.

3. Construction. Grantee agrees to begin construction within four months after the closing and complete the project within one year after commencement of construction. In the event Grantee shall fail to perform, Grantor may obtain the property and the improvements upon payment to Grantee of all costs actually incurred in the development to date, including that portion of the purchase price paid to date.

4. First Right of Refusal. In the event of any further sale or assignment, Grantee shall grant Grantor a first right of refusal to acquire the property upon the same terms and conditions as any offer from a third-party.

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____ BOOK 6454 PAGE 698

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

311665.00- CAMT.
810.42 CSTAX
.50 PRFEE
9.00 WDEED
CHECK 819.92-
7443A12/20/84 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

17:17:57
IDENTIF. REFERENCE
Dec 20 4 18 PM '84
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 9