Bk 37

BOOK 9356 PAGE 164

AFTER RECORDING RETURN TO:

Boult, Cummings, Conners & Berry
NationsBank Plaza, Suite 1600
414 Union Street
Nashville, Tennessee 37219

Prepared by: Boult, Cummings, Conners & Berry
NationsBank Plaza, Suite 1600
414 Union Street
Nashville, Tennessee 37219

| Address of New Owner: | Send Tax Bills To: | Map-Parcel No. |
|---|---|---|
| HCA Health Services of Tennessee, Inc.<br>One Park Plaza<br>Nashville, Tennessee 37203 | Same | 86-77 |

THE STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON §

The actual consideration or value, whichever is greater, for this transfer is $920,000.00.

Affiant (Grantee)

Subscribed and sworn to before me, this the 18TH day of May, 1994.

[Official Seal]

Notary Public

My Commission Expires: 1/22/95

SPECIAL WARRANTY DEED

NATIONSBANK OF TENNESSEE, N.A., a national banking association, formerly known as NationsBank of Tennessee, a state banking association, formerly known as Sovran Bank/Tennessee ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) paid to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD, and CONVEYED and does hereby GRANT, SELL, and CONVEY unto HCA Health Services of Tennessee, Inc. ("Grantee") in fee simple, its heirs and assigns, that certain land located in Davidson County, Tennessee, and being more particularly described in Exhibit A, attached hereto and incorporated herein by reference, together with all improvements, if any, located on such land (such land and improvements being collectively referred to as the "Property").

This conveyance is made and accepted subject to all matters (the "Permitted Exceptions") set forth in Exhibit B, attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances pertaining thereto, including all of Grantor's right, title and interest in and to adjacent streets, alleys and rights-of-way, subject to the Permitted Exceptions, unto Grantee and Grantee's heirs, successors and assigns forever; and Grantor does hereby bind itself and its successors to warrant and forever defend the Property unto Grantee and Grantee's heirs, 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.

Except for the limited warranty of title herein contained, GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY PETROLEUM HYDROCARBONS, RADON GAS OR HAZARDOUS MATERIALS, SUBSTANCES OR WASTES AS DEFINED BY ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS. EXCEPT FOR THE LIMITED WARRANTY OF TITLE EXPRESSLY SET FORTH HEREIN, GRANTEE FURTHER ACKNOWLEDGES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS.

By acceptance of this Special Warranty Deed, Grantee agrees to and accepts all of the foregoing matters.

Ad valorem taxes for the present year having been prorated, Grantee hereby assumes payment thereof, and subsequent assessments for that and prior years due to change in land usage, ownership, or both.

IN WITNESS WHEREOF, GRANTOR, has caused this Special Warranty Deed to be executed on the 17th day of May, 1994.

NATIONSBANK OF TENNESSEE, N.A.,
a national banking association

By: AMRESCO-Institutional, Inc.,
a Delaware corporation, its
attorney-in-fact

By: _____
Name: Douglas J. Kroiss
Vice President

STATE OF NORTH CAROLINA §
§
COUNTY OF MECKLENBURG §

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Douglas J. Kroiss, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon his/her oath acknowledged him/herself to be a Vice President of AMRESCO-Institutional, Inc., a Delaware corporation, being authorized so to do as the attorney-in-fact for NationsBank of Tennessee, N.A., a national banking association, pursuant to that Power of Attorney recorded on May 14, 1993 at Book 8949, Page 222, Register's Office for Davidson County, Tennessee, the within named bargainor, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him/herself as such Vice President.

Witness my hand and seal, at Charlotte, North Carolina, this the 17th day of May, 1994.

[Official Seal]

_____
Notary Public, State of NORTH CAROLINA

My Commission Expires: 2/7/98

EXHIBIT "A"



Being a tract of land lying in the 13th Councilmanic District of Nashville, Davidson County, Tennessee, and being more particularly described as follows:

Beginning at an iron rod at the intersection of the easterly right-of-way of the flyover from I-40 East to Old Hickory Boulevard and the westerly right of way of Old Hickory Boulevard; thence with said right-of-way South 49° 47' 17" East 57.40 feet to an iron rod; thence South 28° 28' 39" East 659.97 feet to an iron rod; thence South 27° 03' 14" East 273.62 feet to an iron rod; thence South 25° 41' 50" East 28.47 feet to an iron rod; thence South 16° 24' 10" East 369.91 feet to an iron on the northerly right-of-way of Central Pike; thence with a curve to the left having a radius of 758.20 feet, an arc length of 143.45 feet and a chord bearing and distance of North 69° 23' 37" West 143.23 feet to an iron rod; thence North 74° 48' 49" West 49.92 feet to an iron rod; thence with a curve to the left having a radius of 860.51 feet, an arc length of 357.40 feet and a chord bearing and distance North 86° 42' 44" West 354.84 feet to an iron rod; thence South 81 ° 23' 22" West 148.91 feet to an iron rod; thence with a curve to the right having a radius of 2822.79 feet, an arc length of 183.41 feet and a chord bearing and distance of South 83° 15' 03" West 183.38 feet to an iron rod on the easterly right-of-way of said flyover; thence with said flyover North 08° 20' 46" East 322.03 feet to an iron rod; thence North 16° 08' 46" East 389.62 feet to a concrete monument; thence North 12° 18' 39" East 520.47 to the point of beginning, containing 12.585 acres, more or less.

Being a part of the same property conveyed to Sovran Bank/Central South by Trustee's Deed from Marshall L. Hix, Substitute Trustee, of record in Book 8089, page 286, Register's Office for said County.

EXHIBIT B
PERMITTED EXCEPTIONS

1. General or special taxes and assessments required to be paid in the year 1994 and subsequent years.

   Metro taxes for 1994, Books not ready.
   Metro taxes for 1993, Map-Par. 86-77, $14,672.00 Paid

2. Overhead line easement granted to the Electric Power Board of Metropolitan Government of record in Book 5684, page 984, Register's Office for Davidson County, Tennessee.

3. Old Hickory at I-40, L.P., a Delaware limited partnership, executed an agreement for conveyance of right-of-way, permanent drainage easement, temporary slope easement and construction easements to the State of Tennessee by instrument dated October 26, 1988, of record in Book 7695, page 375, said Register's Office. Said instrument was corrected by an Instrument of Correction executed by Old Hickory at I-40, L.P., a Delaware limited partnership, dated May 31, 1989, of record in Book 7866, page 310, said Register's Office.

4. Easement for water main of record in Book 8107, page 968, said Register's Office.

5. Easement for water line in favor of First Suburban Water Utility District of Davidson County, Tennessee (Cumberland Utility District) of record in Book 8728, page 467, said Register's Office.

6. Title to that portion of the premises embraced within the bounds of any streets, roads or highways.

7. Easement for access to controlled access highway.

8. Lack of access to controlled access highway.

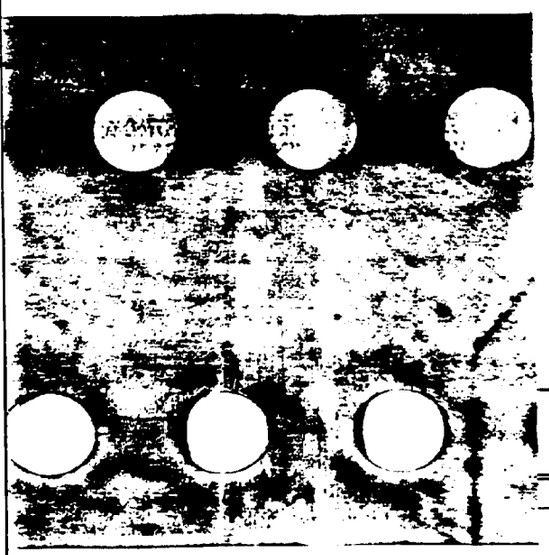
53917
IDENTIFICATION REFERENCE

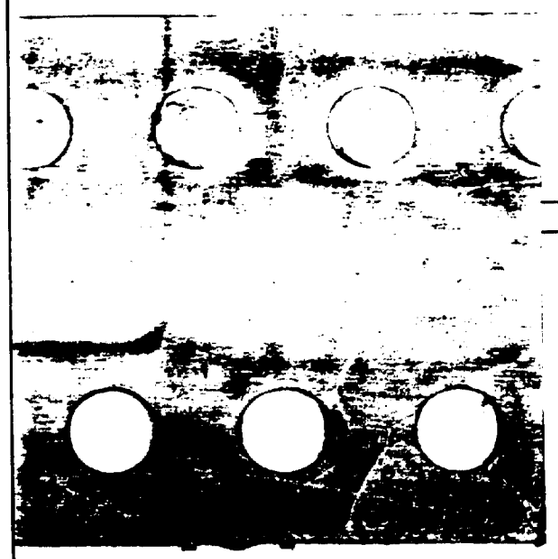
94 MAY 25 AM 9:41
REGISTER
DAVIDSON COUNTY, TN.

Initials

0237 05/25 0101 03CHECK 3425.00

152449.1 BEARTHMAN
111800-065 5/16/94





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

RECEIVED OF _____

FOR _____

BOOK 9356 PAGE 169

| | | |
|---|---|---|
| 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 |
|---|---|---|---|---|
| | | | CAMT | 920000.00 |
| | | | CON TX | 3404.00 |
| | | | PRFEE | 1.00 |
| | | | MDEED | 20.00 |
| | | | TOTAL | 3425.00 |
| | | | CHECK | 3425.00 |
| 05/25/94 | 01 | | 09:40 0001 | 0237 |

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

53917
IDENTIF. & REFERENCE

94 MAY 25 AM 9:41
FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN.

No. 795227