This Instrument Was Prepared By:
Jack F. King, Jr., Esq.
Miller, Martin & Trabue
25th Floor, Nashville City Center
511 Union Street
Nashville, Tennessee 37219

BOOK 11458 PG. 213

99 MAY -3 PM 1:11

05815576

**Address New Owner(s):**
American Heart Association
1685 Terrell Mill Road
Marietta, GA 30067

**Send Tax Bills to:**
SAME

**Map and Parcel: 92-12-87**
**and 92-11-90**

## SPECIAL 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 consideration, the receipt of which is hereby acknowledged, Baptist Hospital, Inc., (the "Grantor"), has this day bargained and sold, and does hereby transfer and convey to American Heart Association (the "Grantee"), its successors and assigns, the following described land in Davidson County, Tennessee, to-wit:

Two tracts or parcels of land located in Nashville, Davidson County, Tennessee and being more particularly described on Exhibit A attached hereto.

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. Grantor covenants with said Grantee that Grantor is lawfully seized and possessed of said land in fee simple and has a good right to convey it. Grantor further covenants and binds itself, its successors, and assigns to warrant and forever defend the title to said real estate against the lawful claims of all persons claiming by, through or under it but no further or otherwise.

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

Except as expressly set forth in this agreement, it is understood and agreed that Grantor is not making and has not at any time made any representations or warranties of any kind or character, express or implied, with respect to the above described property (the "Premises"), including but not limited to, warranties or representations as to habitability, merchantability, fitness for a particular purpose, title (other than Grantor's warranty of title set forth herein), zoning, tax consequences, physical or environmental condition (including the presence of asbestos), utilities, operating history

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or projections, valuation, governmental approvals, the compliance of the Premises with governmental laws, the truth, accuracy or completeness of any information provided by or on behalf of Grantor to Grantee, or any other matter or thing regarding the Premises. Grantee acknowledges and agrees that Grantor shall sell and convey to Grantee and Grantee shall accept the Premises "as is", "where is, with all faults." Except as expressly set forth in this agreement, Grantee will not rely on, and Grantor is not liable for or bound by, any express or implied warranties, guaranties, statements, representations or information pertaining to the Premises or relating thereto made or furnished by Grantor, the manager of the Premises, or any real estate broker or agent representing or purporting to represent Grantor, to whomever made or given, directly or indirectly, verbally or in writing. Grantee represents to Grantor that Grantee has conducted such investigations of the Premises, including but not limited to, the physical and environmental conditions thereof, as Grantee deems necessary to satisfy itself as to the condition of the Premises and the existence or nonexistence of curative action to be taken with respect to any hazardous or toxic substances on or discharged from the Premises, and will rely solely upon the same and not upon any information provided by or on behalf of Grantor or its agents or employees with respect thereto. Grantee shall accept the risk that adverse matters, including but not limited to, construction defects and adverse physical and environmental conditions, may not have been revealed by Grantee's investigations. Grantee is deemed to have waived, relinquished and released Grantor from and against any and all claims, demands, causes of action (including causes of action in tort), losses, damages, liabilities, costs and expenses (including attorney's fees and court costs) of any and every kind or character, known or unknown, which Grantee might have asserted or alleged against Grantor at any time by reason of or arising out of any construction defects, physical conditions, violations or any applicable laws (including any environmental laws) and any and all other acts, omissions, events, circumstances or matters regarding the Premises. Grantee acknowledges that the purpose of this section is for Grantee, to the fullest extent possible at law, to waive, relinquish, release and disclaim, any claim or liability of or against Grantor as the result of any condition or state of facts relating or pertaining to the Premises on the date hereof.

IN WITNESS WHEREOF, Grantor has executed this instrument on this 27th day of April, 1999.

BAPTIST HOSPITAL, INC.

By: _____

Title: Executive Vice Pres

STATE OF TENNESSEE )
)
COUNTY OF DAVIDSON )

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Calvin MacKay 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 Executive Vice-Pres. of the BAPTIST HOSPITAL, INC., the within named bargainor, a corporation, and that he as such Executive 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 Executive Vice President.

Witness my hand and seal, at office in Nashville, Tennessee, this 29th day of April, 1999.

Joan P. Shearer
Notary Public

My Commission Expires: 3-23-02

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STATE OF TENNESSEE )
)
COUNTY OF DAVIDSON )

The actual consideration or value, whichever is greater, for this transfer is $1,000,000.

Calvin MacKay
Affiant

Subscribed and sworn to before me this 29th day of April, 1999.

Joan P. Shearer
Notary Public

My Commission Expires: 3-23-02

**EXHIBIT A**

Tract 1: Land lying in Davidson County, Tennessee, being more particularly described as follows:

Parcel A: Being the west 38 feet of Lot No. 253 in the Plan of the Boyd Home Tract, a plan of which is of record in Book 21, page 39, Register's Office for said County.

Said part of Lot No. 253 fronts 38 feet on the north side of Patterson Street and runs bank northwardly between parallel lines 170 feet to an alley.

Parcel B: being Lot Nos. 254 and 255, Map of Boyd Home Tract as of record in Book 21, page 39, Register's Office for said County.

Said Lot No. 254 fronts on the north side of Patterson Street and runs back between parallel lines 170 feet to an alley in the rear.

Said Lot No. 255 fronts 50 feet on the northerly side of Patterson formerly Cumberland Street, and runs back between parallel lines with the easterly margin of 19th Avenue North formerly Douglas Avenue, 170 feet to an alley.

Being the same property conveyed to Baptist Hospital, Inc., by deed of record in Book 9276, page 603, Register's Office for Davidson County, Tennessee.

Tract II: Land lying in Davidson County, Tennessee being more particularly described as follows:

Being the westerly 25 feet of Lot No. 252 and the easterly 12 feet of Lot No.253 on the Plan of John Boyd Home Tract of record in Book 21, page 39, Register's Office for said County more recently surveyed by John Kohl November 10, 1981, and described as follows:

Beginning at an iron pin at the Northerly margin of Patterson Street; thence following Patterson Street South 59 deg. 0' West 37 feet to an iron pin; thence leaving Patterson Street North 30 deg. 57' 56" East 170 feet to an iron pin at the Southerly margin of an alley; thence along said alley North 59 deg. 0' 00" East to an iron pin; thence South 30 deg. 57' 56" West 170 feet to the point of beginning.

Being the same property conveyed to Baptist Hospital, Inc. by Deed of Record in Book 8863, page 107, Register's Office for Davidson County, Tennessee.

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05-31-95 10:19 AM RECORDED
2719.00

# OFFICIAL RECEIPT

**BILL GARRETT**
**REGISTER OF DAVIDSON COUNTY**
**NASHVILLE, TENNESSEE**

**RECEIVED OF** _____

**FOR** _____

| | | | | | |
|---|---|---|---|---|---|
| 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 | CFEE | - COMPUTER FEE | PRFEE | - PROBATE FEE |

BOOK 11458 PG. 217

0581576

ILLEGIBLE REFERENCE

99 MAY -3 PM 1:11

REGISTER'S OFFICE
DAVIDSON COUNTY, TN

| | |
|---|---|
| CHMT | |
| | 1000000.00 |
| CON TX | 3700.00 |
| PRFEE | 1.00 |
| MISC | 16.00 |
| CFEE | 2.00 |
| TOTAL | 3719.00 |
| CHECK | 3719.00 |

05/03/99 01 13:15 0001 0358

**RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK**

**No.** 1455052