Box 38 (JPS)

06300481

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REGISTER'S OFFICE

This Instrument Was Prepared By:
Jack F. King, Jr., Esq.
Miller, Martin & Trabue
1200 First Union Tower
150 4th Avenue North
Nashville, Tennessee 37219

Address New Owner(s):
Tommy J. Ducklo and wife,
Beth K. Ducklo
1913 Division Street
Nashville, TN 37203

Send Tax Bills to:
SAME

Map and Parcel:
92-15-128

BOOK 11640 PAGE 381

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 TOMMY J. DUCKLO and wife, BETH K. DUCKLO (the "Grantee"), their heirs and assigns, the following described land in Davidson County, Tennessee, to-wit:

> The tract or parcel of land located in Nashville, Davidson County, Tennessee and being more particularly described on Exhibit A attached hereto.
>
> This is improved property known as 2114 Elliston Place (also known as 2114 Church Street), Nashville, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantee and their heirs 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 deed, 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

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. Notwithstanding the foregoing, no provision of this paragraph shall be construed to limit, restrict or otherwise affect the warranties of title set forth in this deed.

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

BAPTIST HOSPITAL, INC.

By: _____

Title: _____

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LEGIBILITY OF WRITING, TYPING OR
PRINTING IN THIS DOCUMENT
UNSATISFACTORY WHEN RECEIVED

RECORDERS MEMO
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UNSATISFACTORY WHEN RECEIVED

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Calvin R. MacKay, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Executive Vice-President, 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 27th day of August, 1999.

Rhonda W Sizemore
Notary Public

My Commission Expires: 3/24/2001

***

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $385,000.00.

Tony Sidwell
Affiant

Subscribed and sworn to before
me this 30th day of August, 1999.

Patti P. Sugg
Notary Public

My Commission Expires: _____

BOOK 11640 PAGE 384

EXHIBIT A

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

Being Lot No. 9 of Block No. 2 on the Plan of the Murphy Land Company's Division "B". A plan of said property is of record in Book 161, page 126, Register's Office for said County, showing the same divided into blocks but not showing the blocks subdivided into small lots.

According to a printed copy of an unregistered plan subdividing said blocks into small lots, said Lot No. 9 is described as follows:

Beginning at a point where the north margin of Church Street and east margin of 22nd Avenue North intersect; thence with the north margin of Church Street in an easterly direction 60 feet to a point, said point being the southwest corner of Oscar W. Carter as described in a deed of record in Book 4241, page 127, Register's Office for said County; thence with Carter's west boundary line in a northerly direction 150 feet to the south margin of an alley; thence with said south margin in a westerly direction 60 feet to the east margin of 22nd Avenue North; thence with the east margin of 22nd Avenue North in a southerly direction 150 feet to the point of beginning.

Being the same property conveyed to Baptist Hospital, Inc. by deed of record in Book 9163, page 624, Register's Office for Davidson County, Tennessee.

1443.50

::ODMA\PCDOCS\TSD\187638\1

OFFICIAL RECEIPT

BILL GARRETT
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 11640 PAGE 385

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

CAMT

385000.00
CON TX 1424.50
PRFEE 1.00
WDEED 16.00
CFEE 2.00
TOTAL 1443.50
CHECK 1443.50

07/30/98 01 13:53 0001 2290

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98 JUL 30 PM 1:53
REGISTER

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

No. 1510350