Box 38 JPS

MAIL ENV.
99 SEP 23 PM 1:20
BILL GARNER REGISTER
DAVIDSON COUNTY, TN.

MAP/PARCEL REFERENCE

06388848

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

BOOK 11673 PAGE 322

Address New Owner(s):
Hollis & Hollis, LLC
120 19th Avenue North
Nashville, TN 37203

Send Tax Bills to:
SAME

Map and Parcel:
92-16-86

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 HEALTH CARE AFFILIATES, INC., (the "Grantor"), has this day bargained and sold, and does hereby transfer and convey to HOLLIS & HOLLIS, LLC (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.

This is improved property known as 1921 Hayes 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 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 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 22nd day of July, 1999.

BAPTIST HEALTH CARE AFFILIATES, 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 HEALTH CARE AFFILIATES, 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 22ND day of July, 1999.

Rhonda W Lawrence
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 $537,500.00.

John W Hall
Affiant

Subscribed and sworn to before me this 22nd day of July, 1999.

Notary Public

My Commission Expires: My Commission Expires MAY 27, 2001

EXHIBIT A

TRACT 1:

Land in the 9th Ward of the City of Nashville, said County and State, being the easterly 50 feet of the westerly 100 feet of the northerly part of Lot No. 149 on the Plan of the Boyd Home Tract, as of record in Book 21, page 39, Register's Office for said County.

Beginning on the southerly margin of Hayes Street, 50 feet easterly from the easterly margin of 20th Avenue North, formerly Boyd Avenue, being the northeast corner of L. T. Webb's Lot; thence with the southerly margin of Hayes Street, easterly 50 feet; thence southerly parallel with 20th Avenue North 172 feet, more or less, to the northerly margin of an alley, the center line of which is midway between Hayes Street and West End Avenue; thence with the northerly margin of said alley, westerly 50 feet to said Webb's southeast corner; thence with his easterly line, northerly 172 feet, more or less, to the beginning.

TRACT 2:

Being the northwest part of Lot No. 149 on the map of the Boyd Home Tract, as of record in Book 21, page 39, Register's Office for Davidson County, Tennessee.

Said part of lot fronts 50 feet on the south side of Hayes Street and runs back between parallel lines, along the east margin of 20th Avenue, North 172 feet more or less to an alley.

Being the same property conveyed to Baptist Properties, Inc. by deed of record in Book 7092, page 95 (Tract 1) and Book 7092, page 100 (Tract 2), Register's Office for Davidson County, Tennessee. Baptist Properties, Inc. has since changed its name to Baptist Health Care Affiliates, Inc.

1647 09/23 0101 03CHECK 2007.75

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

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0638848

IDENTIFICATION REFERENCE

99 SEP 23 PM 1:20

BILL GARRETT REGISTER
DAVIDSON COUNTY, TN.

CAMT	
	537500.00
CON TX	1988.75
PRFEE	1.00
WDEED	16.00
CFEE	2.00
TOTAL	2007.75
CHECK	2007.75

09/23/99 01 13:23 0001 1645

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

No. 1519582