Box 38 JPS

This Instrument Was Prepared By:
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150 4th Avenue North
Nashville, TN 37219

Davidson County DEEDWARR
Recvd: 07/16/01 13:23 6pgs
Fees:33.00 Taxes:8695.00
20010716-0075215

Address New Owner(s):
Touchstone Real Estate, LP
5214 Maryland Way, Suite 200
Brentwood, TN 37027

Send Tax Bills to:
SAME

Map and Parcel:
Map: 75
Parcel: 162

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, WELLS FARGO BANK NORTHWEST, N.A. (f/k/a First Security Bank of Utah, N.A.), as Owner Trustee of the Baptist Hospital 1995 Trust (the "Grantor"), has this day bargained and sold, and does hereby transfer and convey to TOUCHSTONE REAL ESTATE, LP (the "Grantee"), its successors 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 5045 Old Hickory Boulevard, Nashville, TN 37076.

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, subject to those matters set forth on Exhibit B attached hereto. 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 herein, 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.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor has executed this instrument on this 13th day of July, 2001.

WELLS FARGO BANK NORTHWEST, N.A. (f/k/a First Security Bank of Utah, N.A.) as Owner Trustee of the Baptist Hospital 1995 Trust

By: _____

Title: Vice President

STATE OF UTAH)
)
COUNTY OF Salt Lake)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Vai T. Orton, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Vice President of the WELLS FARGO BANK NORTHWEST, N.A. (f/k/a First Security Bank of Utah, N.A.), as Owner Trustee of the Baptist Hospital 1995 Trust, the within named bargainor, a national association, 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 Salt Lake City, Utah, this 13th day of July, 2001.

NOTARY PUBLIC
DALYN CASTO
79 So. Main St., 3rd Fl.
S.L.C., UT 84111
COMMISSION EXPIRES
NOV. 1, 2004
STATE OF UTAH

_____
Notary Public

My Commission Expires: _____

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $2,350,000.00.

Affiant

Subscribed and sworn to before
me this 13th day of July, 2001.

Notary Public Dalyn Casto

My Commission Expires:

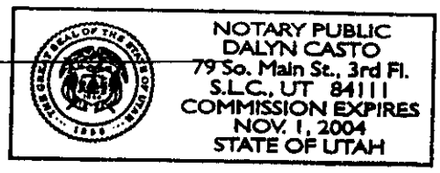


EXHIBIT A

Land in Davidson County, Tennessee, being Lot No. 2 on the Final Subdivision Plat for the Resubdivision of the Lowe's Home Centers Tract, of record in Book 7900, page 433, Register's Office for Davidson County, Tennessee, consisting of 2.6 acres, to which plat reference is made for a more complete description.

Being the same property conveyed to First Security Bank of Utah, N.A., as Owner Trustee under the Baptist Hospital 1995 Trust created under a Trust Agreement dated as of March 30, 1995, now known as First Security Bank National Association, by deed of record in Book 9675, page 945, Register's Office for Davidson County, Tennessee.

EXHIBIT B

1. All matters shown on Plat recorded in Book 7900, page 433, Register's Office for Davidson County, Tennessee.

2. Covenants and Restrictions Agreement of record in Book 9675, page 256, said Register's Office.

3. Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney and limitations on title set forth in restrictions recorded in Book 8733, page 233, said Register's Office and in any allied instruments referred to in said restrictions.

4. Storm Water Detention Agreement of record in Book 8557, page 775, said Register's Office.

5. Sewer Easement of record in Book 9675, page 958, said Register's Office.