This Instrument Was Prepared By:
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Miller & Martin LLP
1200 One Nashville Place
150 4th Avenue North
Nashville, TN 37219

[Property No. 3]

Davidson County DEEDWARR
Recvd: 12/31/01 10:52 4pgs
Fees:23.00 Taxes:55.50
20011231-0144924

Address New Owner(s):
Seton Corporation
4220 Harding Road
Nashville, TN 37201
Attention: President

Send Tax Bills to
New Owner

Map and Parcel Nos.:
92-11-341.00

SPECIAL WARRANTY DEED
[Land Only]

FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, BAPTIST HOSPITAL SYSTEM, INC., a Tennessee non-profit corporation (the "Grantor"), has this day bargained and sold, and does hereby transfer and convey to SETON CORPORATION, a Tennessee corporation, (the "Grantee"), its successors and assigns, all those tracts or parcels of land described on Exhibit A attached hereto, together with all rights, privileges, estates, easements, interests and appurtenances belonging or appertaining to said land, (but exclusive of all buildings, fixtures and improvements located on the land), and all of Grantor's right, title and interest, if any, in and to the roads, streets, alleys and rights of way, whether open or closed, adjoining said land (collectively, the "real estate").

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 subject to those matters set forth as Exhibit B 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.

This is improved known as 2011 Murphy Avenue, Nashville, Tennessee.

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

IN WITNESS WHEREOF, Grantor has executed this instrument on this 31st day of December, 2001.

BAPTIST HOSPITAL SYSTEM, INC.

By: Erie Chapman
Its: President

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Erie Chapman with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President of BAPTIST HOSPITAL SYSTEM, INC., the within named bargainor, a corporation, and that he as such 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 President.

Witness my hand and seal, at office in Nashville, Tennessee, this 19th day of December, 2001.

Mary C. Ward
Notary Public

My Commission Expires: 11/26/2005

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $15,000.00.

Thomas O'Brien
Affiant

Subscribed and sworn to before me
this 19th day of December, 2001.

Mary C. Ward
Notary Public
My Commission Expires: 11/26/2005

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EXHIBIT A

Land in Davidson County, Tennessee, being Lot No. 3 on the Resubdivision of Lots 61-83, Block 7, Plan of the Murphy Land Company, Division "B", of record in Plat Book 8250, page 915, Register's Office for Davidson County, Tennessee, to which plan reference is here made for a more complete description thereof.

Being part of the same property conveyed to Mid-State Baptist Hospital, Inc. and Baptist Hospital, Inc. by deeds of record in the Register's Office for Davidson County, Tennessee as follows:

- from J.J. Sanders and Emma Koonce Sanders in Book 2753, page 621;
- from Callie Brown, widow, in Book 2856, page 252;
- from Lettie Foster and Christine Thomas in Book 2906, page 401;
- from Jerome Bradley and wife, Etheris S. Bradley in Book 3704, page 75;
- from First American National Bank, as Trustee under the Will of Gertrude Parrish Kemper, in Book 4052, page 1;
- from Otis Clark and wife, Sybil Clark, Cordelia Clark Royal, John Moore Clark, Jessie Clark Peterson and Birdie Clark Walker in Book 4069, page 42;
- from Virginia Brandon Chavis, a widow, in Book 4088, page 354;
- from Harry Stern and wife, Marilyn Stern in Book 4509, page 587;
- from J.L.B. Forrester in Book 7641, page 899;
- from Benjamin F. Scott et al. in Book 8151, page 414

The said Mid-State Baptist Hospital, Inc., having changed its name to Baptist Hospital, Inc. by Charter Amendments of record in Book 3844, page 366, said Register's Office; and the said Baptist Hospital, Inc., having since changed its name to Baptist Hospital, Inc., by Articles of Amendments to the Charter of record as Instrument No. 20000906-0087961, said Register's Office.

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EXHIBIT B

PERMITTED EXCEPTIONS

1. Taxes for 2002, a lien not yet due and payable.

2. All matters as shown on plat of record in Book 8250, page 915, Register's Office for Davidson County, Tennessee.

3. Ground Lease from Baptist Hospital, Inc. to WEC 97J Investment Trust, a Delaware Business Trust of record in Book 10543, page 275, Register's Office for said County; as amended by First Amendment to Ground Lease Agreement of record in Book 10606, page 732, Register's Office for said County; and as assigned to WEC 97J LLC, a Texas limited liability company by Assignment and Assumption of Ground Lease of record in Book 10606, page 736, Register's Office for said County.

4. Subordination, Non-Disturbance and Attornment Agreement between Legg Mason Real Estate Services, Inc., Baptist Hospital, Inc. and WEC 97J LLC in Book 10606, page 852, Register's Office for said County.

5. Easements retained by the Metropolitan Government in the Metropolitan County Council Ordinance Nos. 90-1410 and 95-1313.

6. The Access and Parking Easement which is set forth in Sections 2.1(a) and (d) in the Reciprocal Easement Agreement of record in Book 10547, page 907, Register's Office for said County, as amended by First Amendment to Reciprocal Easement Agreement of record in Book 10606, page 864, Register's Office for said County.

7. Unrecorded leases with parties in possession disclosed to Grantee.