This Instrument Was Prepared By:
Jack F. King, Jr., Esq.
Miller & Martin LLP
1200 One Nashville Place
150 4th Avenue North
Nashville, TN 37219

Davidson County DEEDWARR
Recvd: 07/18/02 15:34 6pgs
Fees:33.00 Taxes:3607.50
20020718-0086935

Address New Owner(s):
Kristina D. Darwin
740 Conference Drive
Nashville, TN 37072

Send Tax Bills to:
New Owner

Map and Parcel:
Map: 26
Parcel: 146

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 KRISTINA D. DARWIN (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 740 Conference Drive, Nashville, Tennessee.

Except as may be expressly set forth in the contract, 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 herein described 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 and any other warranty or representation by Grantor contained in the contract), 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 except as expressly set forth in the contract, Grantor hereby sells and conveys to Grantee and Grantee hereby accepts the premises "as is", "where is, with all faults." Except as may be expressly set forth in the contract,

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, except as expressly set forth in the contract, 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. Except as expressly set forth in the contract, 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, and, except as may be expressly set forth in the contract, Grantee shall be 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) any and all other acts, omission, events, circumstances or matters regarding the premises.

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.

[LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Grantor has executed this instrument on this 28th day of June, 2002.

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 Val 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 28th day of June, 2002.

_____
Notary Public

My Commission Expires: _____

NOTARY PUBLIC
ELIZABETH A DURFEE
1095 E. 2100 So. Ste 215
S.L.C., UT 84106
COMMISSION EXPIRES
NOV. 22, 2003
STATE OF UTAH

STATE OF ~~TENNESSEE~~ Utah) ***
)
COUNTY OF ~~DAVIDSON~~ Salt Lake)

The actual consideration or value, whichever is greater, for this transfer is $975,000.00.

Affiant

Subscribed and sworn to before
me this 28th day of June, 2002.

Notary Public

My Commission Expires: _____

NOTARY PUBLIC
ELIZABETH A DURFEE
1095 E. 2100 So. Ste 215
S.L.C., UT 84106
COMMISSION EXPIRES
NOV. 22, 2003
STATE OF UTAH

EXHIBIT A

Land in Davidson County, Tennessee, being Lot No. 6 on the Plan of Resubdivision of Lot No. 1, Northchase at Rivergate, as shown on plat of record in Plat Book 7900, page 68, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

INCLUDED in the above description but expressly excluded is the property conveyed to the City of Goodlettsville, Tennessee as recorded as Instrument No. 20010705-0072003, Register's Office for Davidson County, Tennessee.

Together with all rights of MMG North, L. P., in appurtenant Slope Easement as recorded in Book 8045, page 798, Register's Office for Davidson County, Tennessee.

Being part of the same property conveyed to First Security Bank of Utah, N.A., a national banking association, not individually but solely as Owner Trustee under the Baptist Hospital 1995 Trust, by deed from MMG North, L.P., a Tennessee limited partnership, of record in Book 9663, page 240, Register's Office for Davidson County, Tennessee. Title vests in Wells Fargo Bank Northwest, N.A., a national banking association, as successor by merger of First Security Bank of Utah, N.A., a national banking association.

EXHIBIT B

1. County and City taxes for the year 2002, which have been prorated and assumed by Grantee, a lien, not yet due and payable.

2. All matters as shown on Plat of record in Book 7900, page 68, Register's Office for said County.

3. Declaration of Easements, Restrictive Covenants, and Owner's Association of record in Book 7278, page 672, Register's Office for said County.

4. Rights of others in and to the Easement for Slope of record in Book 8045, page 798, Register's Office for said County.

5. Easements for construction in Warranty Deed to the City of Goodlettsville, Tennessee, of record in Instrument No. 20010705-0072003, Register's Office for said County.