BILL GARRETT, Davidson County
Trans:T20160058522 DEEDWARRSP
Recvd: 07/08/16 15:57 9 pgs
Fees:48.00 Taxes:8880.00
20160708-0070292

Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
MOCI, a Tennessee general partnership 300 20th Avenue North, Suite 301 Nashville, TN 37203 Attn: Tammy Versluis	Map-Par. Nos. 092-11-0-084.00 & 092-11-0-075.00	Same Address As New Owner
This instrument prepared by: David A. Rutter, Esq., Bradley Arant Boult Cummings LLP, 1600 Division Street, Suite 700, Nashville, Tennessee 37203		

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 and sufficiency of all of which are hereby acknowledged, SAINT THOMAS MIDTOWN HOSPITAL formerly known as Seton Corporation, a Tennessee not-for-profit corporation (the "Grantor"), has bargained and sold, and by these presents transfers and conveys to MOCI, a Tennessee general partnership (the "Grantee"), Grantee's successors and assigns, the real property described on **Schedule 1**, which is attached hereto and incorporated herein by reference (the "Property"), together with all rights, interests, easements and hereditaments appurtenant thereto.

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to the matters described on **Schedule 2**, attached hereto and incorporated herein by reference (collectively, the "Permitted Encumbrances").

This is improved property commonly known as 2105 Clifton Avenue and 2108 Charlotte Avenue, Nashville, Tennessee.

TO HAVE AND TO HOLD the Property, with all appurtenances, estate, title, and interest thereto belonging to the Grantee, Grantee's successors and assigns, forever.

Grantor covenants with the Grantee, its successors and assigns, that the Property is free from all encumbrances made or suffered by Grantor, except the Permitted Encumbrances. Grantor covenants and binds itself, and its successors and assigns, to warrant and forever defend the title to the Property to the Grantee, Grantee's successors and assigns, against the lawful claims of all persons whomsoever claiming by, through or under Grantor, except (i) claims arising under or by virtue of the Permitted Encumbrances, and (ii) Grantor makes no warranty as to the amount of acreage in the Property.

STATE OF TENNESSEE
COUNTY OF Davidson

The actual consideration or value, whichever is greater, for this transfer is $2,400,000.00.

Affiant

Subscribed and sworn to before me this 8 day of July, 2016.

STEPHANIE G. COLVIN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires JAN. 6, 2020

Notary Public
My Commission Expires: 1/6/20

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS DEED OR ANY OTHER DOCUMENT EXECUTED BY GRANTOR IN CONNECTION WITH THE SALE OF THE PROPERTY TO GRANTEE (collectively, the "Transaction Documents"), GRANTEE AND ITS SUCCESSORS AND ASSIGNS, BY VIRTUE OF TAKING TITLE TO THE PROPERTY, SHALL BE DEEMED TO HAVE ACKNOWLEDGED AND AGREED THAT: (i) GRANTOR HAS NOT MADE, IS NOT MAKING AND SPECIFICALLY DISCLAIMS AND NEGATES ANY WARRANTIES, REPRESENTATIONS, GUARANTEES OR ASSURANCES (EXPRESS OR IMPLIED) REGARDING THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES, REPRESENTATIONS, GUARANTEES AND ASSURANCES REGARDING (A) THE PRESENCE ON OR DISCHARGE FROM THE PROPERTY OF ANY HAZARDOUS OR TOXIC SUBSTANCES, MATERIALS, WASTES, POLLUTANTS OR CONTAMINANTS (collectively, "Hazardous Substances"), (B) THE ENVIRONMENTAL CONDITION OF THE PROPERTY, (C) THE QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF THE PROPERTY, (D) THE QUALITY, NATURE, ADEQUACY OR CONDITION OF THE SOILS AND GROUNDWATER AT THE PROPERTY, (E) THE EXISTENCE, QUALITY, NATURE, ADEQUACY OR CONDITION OF ANY UTILITIES AT OR NEAR THE PROPERTY; (VI) THE DEVELOPMENT POTENTIAL OF THE PROPERTY, (F) THE VALUE, PROFITABILITY, HABITABILITY, SUITABILITY, MERCHANTABILITY, MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (G) THE ZONING OR OTHER LEGAL STATUS OF THE PROPERTY, (H) THE EXISTENCE OF ANY PENDING OR THREATENED TAKING OF THE PROPERTY OR PORTION THEREOF BY CONDEMNATION OR EMINENT DOMAIN, (I) THE PROPERTY'S COMPLIANCE WITH ANY GOVERNMENTAL LAW, REGULATION, ORDINANCE, CODE, RULE, ORDER OR JUDGMENT (INCLUDING, BUT NOT LIMITED TO, THE AMERICANS WITH DISABILITIES ACT) OR ANY COVENANT, CONDITION, RESTRICTION OR OTHER ENCUMBRANCE, OR (J) THE CONDITION OF TITLE TO THE PROPERTY OR THE NATURE, STATUS OR EXTENT OF ANY EASEMENT, RIGHT OF WAY, ENCUMBRANCE, LICENSE, RESERVATION OR OTHER MATTER AFFECTING TITLE TO THE PROPERTY; AND (ii) IT IS ACQUIRING THE PROPERTY "AS-IS, WHERE-IS" WITH ALL FAULTS AND ALL LATENT OR PATENT DEFECTS.

EXCEPT FOR CLAIMS BASED ON GRANTOR'S BREACH OF THE WARRANTIES CONTAINED IN THE TRANSACTION DOCUMENTS, GRANTEE AND ITS SUCCESSORS AND ASSIGNS, BY VIRTUE OF TAKING TITLE TO THE PROPERTY, SHALL BE DEEMED TO HAVE WAIVED, RELEASED AND DISCHARGED GRANTOR FROM ALL CLAIMS THAT GRANTEE OR ITS SUCCESSORS OR ASSIGNS HAS OR MAY HAVE AGAINST GRANTOR RELATING TO THE PROPERTY, WHETHER KNOWN OR UNKNOWN, EXISTING OR ARISING IN THE FUTURE, INCLUDING, BUT NOT LIMITED TO, CLAIMS ARISING OR RESULTING FROM THE PRESENCE ON OR DISCHARGE FROM THE PROPERTY OF ANY HAZARDOUS SUBSTANCES OR THE ENVIRONMENTAL CONDITION OF THE PROPERTY. EXCEPT FOR CLAIMS BASED ON GRANTOR'S BREACH OF THE WARRANTIES CONTAINED IN THE TRANSACTION DOCUMENTS, IT IS EXPRESSLY ACKNOWLEDGED AND AGREED THAT GRANTEE, ON BEHALF OF ITSELF AND ITS SUCCESSORS AND ASSIGNS, IS WAIVING, RELEASING AND DISCHARGING ALL CLAIMS FOR CONTRIBUTION OR INDEMNITY THAT GRANTEE OR ITS SUCCESSORS AND ASSIGNS HAS OR MAY HAVE AGAINST GRANTOR, WHETHER KNOWN OR UNKNOWN, EXISTING OR ARISING IN THE FUTURE, BASED, IN WHOLE OR IN PART, UPON THE PRESENCE ON OR DISCHARGE FROM THE PROPERTY OF HAZARDOUS SUBSTANCES OR OTHER ENVIRONMENTAL CONTAMINATION, INCLUDING, WITHOUT LIMITATION, CLAIMS THAT MAY ARISE UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED 42 U.S.C. § 9601 AT SEQ.

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed this 8th day of July, 2016.

GRANTOR:

Saint Thomas Midtown Hospital

By: _____
Name: Lisa R. Davis
Title: CFO/Authorized Representative

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Rene Ward, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Lisa R. Davis, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the Authorized Representative of SAINT THOMAS MIDTOWN HOSPITAL, the within named bargainor, a Tennessee not-for-profit corporation, and that she as such Authorized Representative, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as such Authorized Representative.

Witness my hand seal at office this 8th day of July, 2016.

Sonja Rene' Ward
Notary Public

My Commission Expires: Nov 5, 2019

SONJA RENE' WARD
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

SCHEDULE 1 TO DEED

PROPERTY DESCRIPTION

2105 Clifton Avenue, Nashville, Tennessee:

Tract One:

Land in Davidson County, Tennessee, being Lot No. 9 on the plan of Burlington Heights Subdivision of part of the Elliston property, as of record in Book 332, page 13, Register's Office for said County.

Tract Two:

Land in Davidson County, Tennessee being part of Lot No. 10 on the Plan of Burlington Heights Subdivision of part of the Elliston Plan as of record in Book 332, page 13, Register's Office for Davidson County, Tennessee, and described as follows:

Beginning at a point where the lot line between Lot Nos. 9 and 10 on said plan intersects the southerly margin of Clifton Avenue; thence North 89° 44' West 16.47 feet along the southerly margin of Clifton Avenue to a point; thence westerly 49.01 feet around a curve that has a 25 foot radius to a point of the easterly margin of 21st Avenue North; thence South 22° 03' East 142.71 feet along the easterly margin of 21st Avenue North to a point on the northerly margin of an alley; thence North 68° 00' East 50.00 feet along the northerly margin of an alley to a point; thence North 22° 03' West 160.00 feet along the lot line between Lot Nos. 9 and 10 on said plan to the point of beginning.

Being the same property conveyed to Seton Corporation by deed from Baptist Hospital System, Inc., a Tennessee non-profit corporation, of record in Instrument No. 20011231-0144947, dated December 31, 2001, Register's Office for Davidson County, Tennessee. Saint Thomas Midtown Hospital is the successor by name change to Seton Corporation pursuant to the Articles of Amendment of Seton Corporation filed with the Tennessee Secretary of State on July 10, 2013, a copy of which is attached hereto as Schedule 3.

2108 Charlotte Avenue, Nashville, Tennessee:

Land in Davidson County, Tennessee, being Lot No. 1 of the Resubdivision of Lots 13, 14 and 15 of Burlington Heights of record in Plat Book 7900, page 183, Register's Office for Davidson County, Tennessee, and described by a survey of Robert B. Reed, Land Surveyor, Tennessee License No. 1558, dated September 1, 1994, as follows:

Beginning at an iron pin on the northerly margin of Charlotte Avenue, approximately 115 feet east of the centerline of 21st Avenue North and at the southeast corner of Lot No. 1 and the southwest corner of Lot No. 2 of said subdivision; thence along the northerly margin of Charlotte Avenue S 74° 03' 04" W 74.75 feet to a concrete monument; thence around a curve having a radius of 15.0 feet, a distance of 23.55 feet to a concrete monument; thence N 16° 00' 00" W 117.31 feet to a concrete monument; thence around a curve having a radius of 20 feet, a distance of 31.61 feet to a concrete monument located in the southerly margin of a 12 foot alley; thence N 74° 33' 24" E 69.77 feet to an iron pin; thence S 15° 54' 50" E 151.70 feet along the line between Lots 1 and 2 of said subdivision to an iron pin, being the point of beginning.

Being the same property conveyed to Seton Corporation by deed from Baptist Hospital System, Inc., a Tennessee non-profit corporation, of record in Instrument No. 20011231-0144946, dated December 31, 2001, Register's Office for Davidson County, Tennessee. Saint Thomas Midtown Hospital is the successor

by name change to Seton Corporation pursuant to the Articles of Amendment of Seton Corporation filed with the Tennessee Secretary of State on July 10, 2013, a copy of which is attached hereto as Schedule 3.

SCHEDULE 2 TO DEED

PROPERTY DESCRIPTION

1. Taxes and assessments for the year 2016 and subsequent years, including, but not limited to, any lien securing the payment thereof.

2. Supplemental taxes and assessments levied as a result of the completion of improvements after January 1 of any year, including, but not limited to, any lien securing the payment thereof (Seller shall have no liability for taxes assessed pursuant to the provisions of TCA 67-5-603 et. seq.).

3. Reservations, exceptions, covenants, conditions, restrictions, agreements, easements, setback lines and other matters of record, excluding monetary liens, mortgages, deeds of trust, financing statements and other security interests encumbering the Property granted by or resulting from the affirmative acts of Grantor.

4. Zoning regulations and other governmental laws, rules, regulations, codes, orders and directives affecting the Property.

5. Unrecorded easements, discrepancies, boundary line disputes, overlaps, shortages in area, encroachments and other matters that would be revealed by an accurate survey or inspection of the Property.

6. Matters shown on the Plan of record in Plat Book 332, page 13, Register's Office for Davidson County, Tennessee.

7. Matters shown on the Plan of record in Plat Book 7900, page 183, Register's Office for Davidson County, Tennessee.

8. Matters set forth on that certain survey prepared by James Terry & Associates, dated March 4, 2016, last revised July 6, 2016, and identified as Job No. 2016-160.

SCHEDULE 3

ARTICLES OF AMENDMENT OF SETON CORPORATION

STATE OF TENNESSEE
Tre Hargett, Secretary of State
Division of Business Services
William R. Snodgrass Tower
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

Saint Thomas Midtown Hospital
ATTN: CONTRACT ADMINSTRATION
STE 800
102 WOODMONT BLVD
NASHVILLE, TN 37205-2221

July 10, 2013

Filing Acknowledgment

Please review the filing information below and notify our office immediately of any discrepancies.

Control # : 414306 Status: Active
Filing Type: Corporation Non-Profit - Domestic

Document Receipt

Receipt # : 1089206	Filing Fee:	$20.00
Payment-Check/MO - BRADLEY ARANT BOULT CUMMINGS LLP, Nashville, TN		$20.00

Amendment Type: Articles of Amendment
Filed Date: 07/10/2013 11:26 AM
Image # : 7221-1974

This will acknowledge the filing of the attached articles of amendment with an effective date as indicated above. When corresponding with this office or submitting documents for filing, please refer to the control number given above.

You must also file this document in the office of the Register of Deeds in the county where the entity has its principal office if such principal office is in Tennessee.

Tre Hargett
Secretary of State

Processed By: Cheryl Donnell

Field Name	Changed From	Changed To
Filing Name	SETON CORPORATION	Saint Thomas Midtown Hospital

ARTICLES OF AMENDMENT

OF

SETON CORPORATION

CONTROL NO. 0414306

FILED

To the Tennessee Secretary of State:

Pursuant to Section 48-60-105 of the Tennessee Nonprofit Corporation Act, as amended, the undersigned officer of Seton Corporation, a domestic nonprofit corporation (the "Corporation"), hereby submits these Articles of Amendment to its Charter on July 10, 2013:

(1) The name of the Corporation as it appears of record is Seton Corporation.

(2) The Corporation is not for profit.

(3) The text of the Amendment is as follows: Article I, Section 1.1 of the Amended and Restated Charter of the Corporation is deleted and the following language shall be substituted in its place:

1.1 The name of the corporation is "Saint Thomas Midtown Hospital"

(4) The Articles of Amendment were duly adopted by the sole member of the Corporation on June 27, 2013.

(5) Approval of the amendment to the charter by some person or persons other than the sole member of the Corporation, the Board of Trustees, or the incorporator, is not required pursuant to Section 48-60-301 of the Tennessee Nonprofit Corporation Act, as amended.

(6) The Articles of Amendment shall be effective on the date of filing.

SETON CORPORATION

By: Bernard J. Sherry

Bernard J. Sherry, President/CEO

7/3156641.1

7221-1974, 07/10/2013, 11:28:38, Received by Tennessee Secretary of State Fee Paid