FILE IN BOX # 14

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

MAP 162-1B PARCEL 003
FB#: 5DU-77830
G-6452

The actual consideration or value, whichever is greater, for this transfer is $ 60,300.00 .

Affiant

Subscribed and sworn to before me this the 5th day of June, 19 90.

My Commission Expires: 11/10/91

Notary Public

THIS INSTRUMENT PREPARED BY: PETER WEISS, ATTORNEY
DENNEY, LACKEY & CHERNAU, 424 Church Street, 13th Floor, Nashville, TN 37219

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO - MORTGAGEE:
CYNTHIA G. CUSHEN	NATIONAL MORTGAGE COMPANY
(Name)	(Name)
404 Claircrest Drive	4041 Knight Arnold Road
(Street Address)	(Street Address)
Antioch, TN 37013	Memphis, TN 38118
(City) (State) (Zip Code)	(City) (State) (Zip Code)

7758 06/06 0101 03CHECK 205.99

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid by the hereinafter named Grantee(s), and other good and valuable consideration, the receipt and sufficiency all of which is hereby acknowledged, CLAIRMONT INVESTORS, a Tennessee Joint Venture, hereinafter called the "Grantor", has bargained and sold, and by these presents does transfer and convey unto CYNTHIA G. CUSHEN, UNMARRIED, hereinafter called the "Grantee(s)", her heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows, to-wit:

BEING Lot No. 5 on the Plan of Clairmont, Phase Three, of record in Book 6050, Page 410, Register's Office for said County, to which said plan reference is hereby made for a complete legal description thereof.

BEING part of the same property conveyed to Clairmont Investors, a Tennessee Joint Venture, by Deed from Clairmont Building & Development Co., Inc., and MCR Development Corp., of record in Book 6772, Page 654, and clarified by Deed in Book 6790, Page 280 and re-recorded in Book 6791, Page 48, Register's Office for Davidson County, Tennessee.

FOR purpose of description, the term Lot or Unit shall be defined as the same.

This is improved property, known as 404 CLAIRCREST DRIVE, ANTIOCH, TN 37013.

THE CONVEYANCE OF THE ABOVE PROPERTY IS MADE SUBJECT TO THE FOLLOWING:

1. Said premises are restricted by all of the requirements, conditions, easements, assessments, liens, uses, restrictions, limitations, burdens and other undertakings, including the rights and interests of other lot owners within Clairmont Subdivision; and including the requirement that all owners of lots in Clairmont Subdivision to be members of the Clairmont Homeowners' Association, Inc., subject to assessment for the payment of costs incident to the maintenance of the common areas, the improvements thereon, and the administrative expenses of the Association, and providing for a lien to secure the payment thereof which is secondary to any first mortgage all as contained in instruments executed by the Grantor and recorded in Book 6988, Page 536; Book 6988, Page 542, and as amended for additional phases in Book 7269, Page 223, and Book 7891, Page 590; and Book 6988, Page 552, said Register's Office, which said instruments are included in this Deed by reference and made a part thereof the same as though copied herein verbatim.

2. Easements and minimum building setback lines, conditions of the Owner's Certificate and dedication of common areas as shown on the Plan of Clairmont, Phase Three, of record as aforesaid.

3. The fee title herein conveyed shall not extend beyond the individual lot lines or upon any roads which have been dedicated to the public, or upon any

walkway, or other common property, and the fee title to such common property (designated "Common Area" on the Plan of Clairmont, Phase Three) is vested in Clairmont Homeowners' Association, Inc., for the common enjoyment of all members of said Association, of record in Book 7961, Page 410, said Register's Office.

4. Taxes for the current year which have been prorated and assumed by the Grantee(s) herein.

TO HAVE AND TO HOLD the said tract or parcel of land, together with the appurtenances, estate, title and interest thereto belonging to the said Grantee(s), her heirs and assigns forever; and it does covenant with the said Grantee(s) that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered unless otherwise herein set out; and it does further covenant and bind itself, its successors and/or assigns to warrant and forever defend the title to the said land to the said Grantee(s), her heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Grantor has caused its name to be affixed hereto, by its duly authorized officers, on this 5th day of June, 1990.

CLAIRMONT INVESTORS,
A TENNESSEE JOINT VENTURE
BY: MCR DEVELOPMENT CORP., A TENNESSEE CORPORATION, Joint Venturer

BY: _____
JERRY J. CALDWELL,
TITLE: VICE PRESIDENT

BY: CLAIRMONT BUILDING & DEVELOPMENT CO., INC., A TENNESSEE CORPORATION, Joint Venturer

BY: _____
STEVE R. WHERRY,
TITLE: President

3:16 JUN 6 2 40 PM '90
IDENTIFICATION REFERENCE
FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TN

STATE OF TENNESSEE)
Davidson County)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared JERRY J. CALDWELL with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Vice President of the MCR DEVELOPMENT CORP., A TENNESSEE CORPORATION, a Joint Venturer of CLAIRMONT INVESTORS, a Tennessee Joint Venture, and that he as such Vice President, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Vice President.

Witness my hand and official seal at Nashville, Tennessee, this 5th day of June, 1990.

Commission Expires: 11/10/91

_____
Notary Public

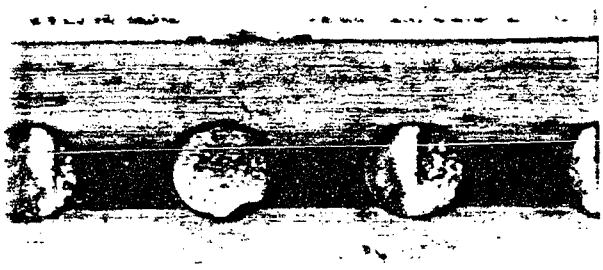
STATE OF TENNESSEE)
Davidson County)

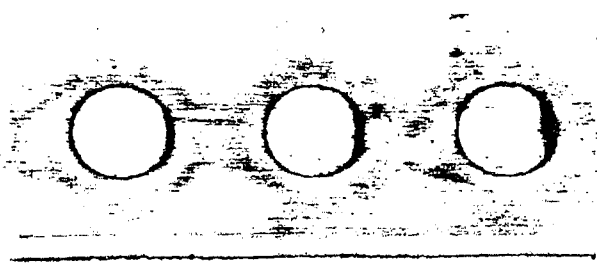
Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared STEVE R. WHERRY with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of the CLAIRMONT BUILDING & DEVELOPMENT CO., INC., A TENNESSEE CORPORATION, a Joint Venturer of CLAIRMONT INVESTORS, a Tennessee Joint Venture, and that he as such President, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as President.

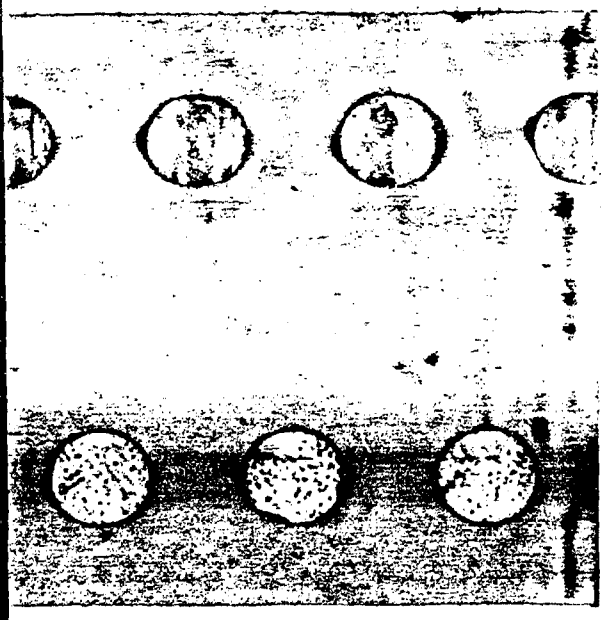
Witness my hand and official seal at Nashville, Tennessee, this 5th day of June, 1990.

Commission Expires: 11/10/91

_____
Notary Public







OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 8125 PAGE 270

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		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT	60300.00
CON TX	198.99
PRFEE	1.00
WDEED	6.00
TOTAL	205.99
CHECK	205.99

06/06/90 01 14:40 0001 7758

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

3.16411

IDENTIFICATION REFERENCE

JUN 6 2 40 PM '90

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 325439