BY:
Todd R. Wagner, Attorney at Law
Hopkins & Sutter
3700 Momentum Place
1717 Main Street
Dallas, TX 75201

File 35
CTFC

2(b)

SPECIAL WARRANTY DEED

BOOK 8283 PAGE 462

THE STATE OF TENNESSEE §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DAVIDSON §

That the RESOLUTION TRUST CORPORATION was appointed Conservator of Savers Savings Association, a federal savings and loan association, pursuant to Resolution No. 89-265 of the Office of Thrift Supervision dated October 4, 1989, issued pursuant to Section 5(d)(2)(H)(ii) of the Home Owners' Loan Act of 1933, as amended by Section 301 of the Financial Institutions Reform, Recovery and Enforcement Act of 1989.

That the RESOLUTION TRUST CORPORATION, Conservator of Savers Savings Association (hereinafter, referred to as "Grantor"), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to it in hand paid by MILLARD V. OAKLEY and ROBERT N. MOORE, JR., as Tenants-in-Common each owning an one-half (1/2) undivided interest, whose address is 1715 Parkway Towers, Nashville, Tennessee 37219 (hereinafter, referred to as "Grantee"), the receipt and sufficiency of which are hereby acknowledged and confessed, and upon and subject to the exceptions, liens, encumbrances, terms and provisions hereinafter set forth and described, has GRANTED, BARGAINED, SOLD AND CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL AND CONVEY, unto Grantee all of the real property situated in Davidson County, Tennessee, which is described on Exhibit "A" attached hereto and made a part hereof for all purposes, together with, all and singular, all improvements thereon and all rights and appurtenances pertaining thereto, including any right, title and interest of Grantor in and to adjacent streets, alleys, or right-of-way (said real estate, improvements, rights and appurtenances being hereinafter referred to as the "Property").

This conveyance is made subject and subordinate to all restrictions, liens, encumbrances and covenants (the "Permitted Exceptions") set forth on Exhibit "B" attached hereto and made a part hereof for all purposes, but only to the extent that they affect or relate to the Property.

TO HAVE AND TO HOLD the Property subject to the Permitted Exceptions, as aforesaid, unto Grantee, its successors and assigns, forever; and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise.

GRANTEE IS ACQUIRING THE PROPERTY "AS IS" WITH ALL FAULTS AND DEFECTS. GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, AND GEOLOGY, OR THE PRESENCE OR ABSENCE OF ANY POLLUTANT, HAZARDOUS WASTE, GAS OR SUBSTANCE OR SOLID WASTE ON OR ABOUT THE PROPERTY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY INTEND TO CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BODY HAVING JURISDICTION, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY, OR (F) ANY OTHER MATTER RELATED TO OR CONCERNING

THE PROPERTY. GRANTEE HAS BEEN GIVEN AN OPPORTUNITY TO INSPECT THE PROPERTY AND IS RELYING SOLELY ON ITS OWN INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY GRANTOR.

By acceptance of this Special Warranty Deed, Grantee assumes payment of all real property taxes on the Property for the year 1991 and subsequent years.

IN WITNESS WHEREOF, this Special Warranty Deed has been executed by Grantor on this 25 day of January, 1991.

GRANTOR:

RESOLUTION TRUST CORPORATION,
CONSERVATOR OF SAVERS SAVINGS ASSOCIATION

By: _____
J. Michael Jones
Managing Agent and Attorney-in-Fact pursuant to Power of Attorney dated July 16, 1990

THE STATE OF ARKANSAS §
§
COUNTY OF PULASKI §

BEFORE ME, the undersigned authority, on this day personally appeared J. Michael Jones, as Managing Agent and Attorney-in-Fact of Savers Savings Association, in Conservatorship with The Resolution Trust Corporation, a federal savings and loan association, pursuant to Power of Attorney dated July 16, 1990, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 25 day of January, 1991.

_____
Notary Public in and for the State of Arkansas

My Commission Expires:
10-1-92

SHARON A. MILLER NOTARY PUBLIC PULASKI COUNTY

THE STATE OF Tennessee §
§
COUNTY OF DAVIDSON §

The actual consideration or value, whichever is greater, for this transfer is $ 3,900,000.00

MILLARD V. OAKLEY

ROBERT N. MOORE, JR.

Subscribed and sworn to before me this the 29th day of JANUARY, 1991.

Notary Public in and for the State of Tennessee

My Commission Expires:
1/23/94

0369N

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP/PARCEL
Millard V. Oakley and Robert N. Moore, Jr. 1715 Parkway Towers Nashville, Tennessee 37219	SAME	102-73

Land in Davidson County, Tennessee, being parts of Mount Hickory Subdivision, as of record in Book 332, page 68, Register's Office for Davidson County, Tennessee, described according to a survey made by Roger N. Taylor, Surveyor, January 20, 1983, as follows:

Beginning at a concrete monument in the northerly right-of-way of Cabot Drive, said point being the southwesterly corner of Riverbend Apartments, as described in Deed Book 4551, page 466, Register's Office for Davidson County, Tennessee; thence with Cabot Drive, South 49 deg. 54' 46" West, 164.5 feet, to an iron pin, the beginning of a curve, to the left; thence around said curve, having a radius of 5,919.58 feet and a central angle of 10 deg. 27' 51" , 586.32 feet, to a concrete monument; thence leaving the right-of-way of Cabot Drive, North 44 deg. 00' 06" West, 230 feet, to an iron pin; thence North 17 deg. 09' 05" West, passing a witness pin at 861 feet, a total distance of 928.2 feet, to the low water line of the Cumberland River, being elevation 367.3 feet; thence with said low water line, North 52 deg. 21' 39" East, 465 feet, to a point; thence leaving said Cumberland River, South 18 deg. 01' 11" East, passing a witness pin at 67.19 feet, a total distance of 564 feet, to an iron pin, the beginning of a curve, to the right; thence around said curve, having a radius of 500 feet and a central angle of 45 deg. 00', 393.1 feet, to an iron pin thence South 40 deg. 25' 14" East, 148 feet, to the point of beginning, containing 13.95 acres, more or less.

Grantors reserve, over the portion of the 13.95 acre tract adjacent to the Cumberland River, a 20 foot sanitary sewer easement, the centerline more closely described as follows:

Beginning at a point on the easterly boundary of this tract, a line described as South 18 deg. 01' 11" East, 564 feet, said point being 370 feet North of the southern terminus of this line; thence leaving said line, South 66 deg. 33' West, 193 feet, to a point; thence South 51 deg. 33' West, 157 feet, to a point; thence South 31 deg. 30' West, 154 feet, to a point on the western boundary of this tract.

Being the same property conveyed to Saver's Federal Savings and Loan Association by Successor Trustee's Deed from William L. Rosenberg, Successor Trustee, of record in Book 7792, page 619, Register's Office of Davidson County, Tennessee.

1. Standby fees and taxes for 1991 and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership, not yet due and payable.

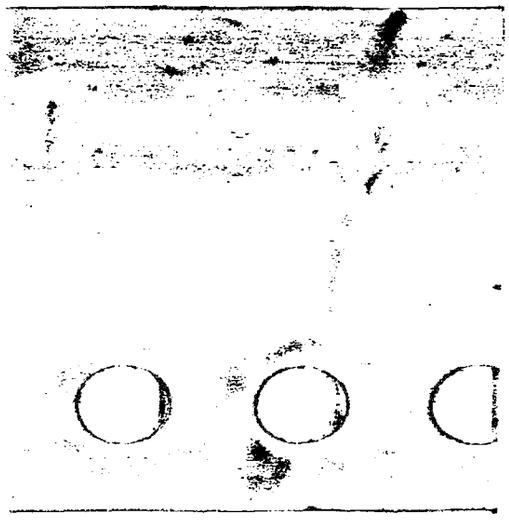
2. Rights of parties in possession.

3. Flowage Easement vested in the United States of America in connection with operation of Cheatham Lock and Dam Project (Tract I-922-E) in the cause of United States of America vs. Willie Mai Temple, et al, Civil Action 1727, in the District Court of the United States for the Middle District of Tennessee, a certified copy of which is of record in Book 2155, Page 311, Register's Office for Davidson County, Tennessee.

4. Easement reserved in deed from Mary Campbell Napier Ganier, et vir., to Riverbend Apartments, a Tennessee limited partnership, of record in Book 6051, Page 883, Register's Office for Davidson County, Tennessee.

5. Land Use Restriction, of record in Book 6051, Page 888, Register's Office for Davidson County, Tennessee, assumed by Savers Federal Savings and Loan Association, of record in Book 7925, Page 419, Register's Office for Davidson County, Tennessee.

89155
IDENTIF. TREFERENCE
JAN 29 3 00 PM '91
FELIX Z. DAVIDSON COUNTY TN.
0379N
9101 01/29 0101 07CHECK 12886.00



OFFICIAL RECEIPT

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

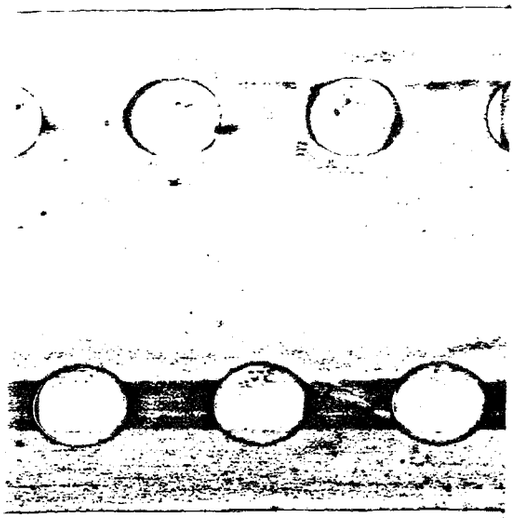
RECEIVED OF _____

FOR _____

BOOK 8283 PAGE 467

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TAX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TAX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL



CAMT 3900000.00
CON TX 12870.00
PRFEE 1.00
WDEED 15.00
TOTAL 12886.00
CHECK 12886.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

01/29/91 01 15:01 0001 9101

8 9 1 5 5

IDENTIF. REFERENCE

JAN 29 3 01 PM '91

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN.

No. 392914