This Instrument Prepared By:
Cliff Harmon
Page & Addison, P.C.
14651 Dallas Parkway, Suite 700
Dallas, Texas 75240

SEND TAX BILLS TO: Hasmukh B. Shyamji et ux
Chandan H. Shyamji
1010 Chadwell Drive
Madison, Tennessee 37115

TAX PARCEL NUMBER: 71-6-77

SPECIAL WARRANTY DEED

BOOK 8496 PAGE 35

STATE OF TENNESSEE }
}
COUNTY OF DAVIDSON }

KNOW ALL BY THESE PRESENTS:

On September 30, 1988, Guaranty Federal Savings and Loan Association ("GFS&L") was the owner of a lien against the Property (as hereinafter defined). On September 30, 1988, the Federal Home Loan Bank Board authorized the appointment of the Federal Savings and Loan Insurance Corporation ("FSLIC") as Receiver for GFS&L, whereby the FSLIC as Receiver for GFS&L became the owner of the lien against the Property.

The FSLIC as Receiver for GFS&L subsequently transferred all of its right, title and interest in and to the lien against the Property to Guaranty Federal Savings Bank pursuant to the terms and provisions of that certain Acquisition Agreement dated September 30, 1988, by and between Guaranty Federal Savings Bank and the FSLIC as Receiver for GFS&L. Guaranty Federal Savings Bank subsequently foreclosed the lien and became the owner of the Property.

NOW, THEREFORE, Guaranty Federal Savings Bank ("Grantor"), a federal savings bank, whose address is c/o GSC Realty Corporation, 10440 N. Central Expressway, #1000, Dallas, Texas 75231, for TEN DOLLARS ($10.00) and other good and valuable consideration paid by HASMUKH SHYAMJI and CHANDAN H. SHYAMJI, whose address is 1010 Chadwell Drive, Madison, Tennessee 37115 ("Grantee"), the receipt and sufficiency of which are hereby acknowledged and for the payment of which no lien, express or implied is retained, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto Grantee the real property ("Property") described on Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the Property, together with the rights and appurtenances thereto belonging, unto Grantee and Grantee's successors and assigns, forever; and Grantor does hereby bind Grantor and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND the Property unto Grantee and Grantee's 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.

However, this conveyance is made subject to the liens securing payment of ad valorem taxes for the current and all subsequent years, as well as to all matters set forth on Exhibit "B" attached hereto and made a part hereof to the extent that they are in effect and apply to the Property (collectively, "Permitted Exceptions"). Grantee by acceptance of delivery of this deed assumes and agrees to perform all of Grantor's obligations under the Permitted Exceptions and to pay the ad valorem taxes for the current and all subsequent years.

IT IS UNDERSTOOD AND AGREED THAT GRANTOR HAS NOT MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE (OTHER THAN THE WARRANTY OF TITLE SET FORTH HEREIN), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITIONS, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY. GRANTEE AGREES THAT WITH RESPECT TO THE PROPERTY, GRANTEE HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF GRANTOR. GRANTEE REPRESENTS THAT IT IS A KNOWLEDGEABLE PURCHASER OF REAL ESTATE AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF ITS CONSULTANTS, AND THAT GRANTEE HAS CONDUCTED SUCH INSPECTIONS

AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME, AND SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY ITS INSPECTIONS AND INVESTIGATIONS. GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR IS SELLING AND CONVEYING TO GRANTEE AND GRANTEE IS ACCEPTING THE PROPERTY "AS IS, WHERE IS," WITH ALL FAULTS, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY GRANTOR OR ANY THIRD PARTY.

Executed this 25th day of November, 1991, to be effective the 26TH day of November., 1991.

GUARANTY FEDERAL SAVINGS BANK,
a federal savings bank

By: _____
Name: Scott Smith
Title: Exeuctive Vice-President

AGREED TO AND ACCEPTED
this 26TH day of November, 1991

_____
HASMUKH B. SHYAMJI

_____
CHANDAN H. SHYAMJI

STATE OF TEXAS }
}
COUNTY OF DALLAS }

We hereby affirm that the actual consideration for the transfer or value of the Property transferred, whichever is greater, is $900,000.00, which amount is equal to or greater than the amount which the Property transferred would command at a fair voluntary sale.

GUARANTY FEDERAL SAVINGS BANK,
a federal savings bank

By: _____
Name: Scott Smith
Title: Executive Vice-President

STATE OF TEXAS }
COUNTY OF DALLAS }

BEFORE ME, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Scott Smith, with whom I am personally acquainted (or provided to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Executive Vice-President of Guaranty Federal Savings Bank, a federal savings bank, the within named grantor, and that he executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Executive Vice President.

Witness my hand, at office, this 25th day of November, 1991.

Michelle Salas
Notary Public, State of Texas

MICHELLE SALAS
Notary Public, State of Texas
My Commission Expires 11-06-94

Michelle Salas
Name - Typed or Printed

11-06-1994
Date Commission Expires

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, HASMUKH B. SHYAMJI, an individual, with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 26th day of November, 1991.

Notary Public, State of Tennessee

G. THOMAS KIRKAT JR.
NOTARY PUBLIC
STATE OF TENNESSEE
Name - Typed or Printed

Date Commission Expires

My Commission Expires Nov. 26, 1994

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, CHANDAN H. SHYAMJI, an individual, with whom I am personally acquainted and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 26th day of November, 1991.

Notary Public, State of Tennessee

G. THOMAS KIRKAT JR.
NOTARY PUBLIC
STATE OF TENNESSEE
Name - Typed or Printed

Date Commission Expires

My Commission Expires Nov. 26, 1994

Exhibit "A"

PROPERTY DESCRIPTION BOOK 8496 PAGE 33

LAND in the 12th Civil District of Davidson County Tennessee, described according to a survey by Turner Engineering Co., dated July 12, 1972, as follows:

> BEGINNING at an iron pin in the southwesterly corner of the intersection of Brick Church Pike and Arctic Avenue; thence South 5° 13' 57" East 42 feet to an iron pin; thence South 15° 59' 27" East 112.50 feet to an iron pin; thence South 5° 13' 57" East 147.12 feet to an iron pin; thence leaving the margin of Brick Church Pike, South 83° 37' 39" West 334.04 feet to an iron pin; thence North 6° 22' 21" West 20 feet to an iron pin; thence South 83° 37' 39" West 265 feet to an iron pin; thence North 6° 22' 21" West 280 feet to an iron pin; thence North 83° 37' 39" East 584 feet to the point of beginning, containing 4.0 acres, more or less.

BEING the same property quitclaimed to Marian U. Day, Robert L. Williams, and Trust Company Bank, as Co-Trustee of the Trust for the benefit of Marian U. Day, by deed from M. W. Egerton, Jr., Ancillary Executor C.T.A. of the Last Will and Testament of Cecil B. Day, Sr., and Marian U. Day, Robert L. Williams and Trust Company Bank, of record in Book 5940, Page 383, Register's Office for Davidson County, Tennessee. Being also the same property conveyed to Guaranty Federal Savings Bank of record in Book 8324, page 93, Register's Office for Davidson County, Tennessee.

Exhibit "B"

PERMITTED EXCEPTIONS

1. Rights of parties in possession.

2. Taxes and/or any assessments levied or assessed subsequent to the date hereof.

3. Easement(s) to Metropolitan Government of Nashville and Davidson County, as set forth in instrument recorded in Book 4014, Page 755.

4. The following matters shown on Survey Number 84-178, dated 07/24/91, prepared by Ragan-Smith-Murphy & Associates, Inc., Surveyors:

   (a) A portion of this tract lies within the 100 year flood limit of Pages Branch. See Note "11" on said survey.
   (b) 18" CMP running through the subject property.
   (c) Power Lines crossing the westerly portion of the property.
   (d) Chain link force running within the southerly, westerly, and northerly boundary lines of the subject property.
   (e) Service line running through the southerly portion of the subject property. ALL as more particularly shown on said survey.

6.5305

Nov 27 1 35 PM '91

3198 11/27 0101 03CHECK 534.00

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

40

BOOK 8496 PAGE 46

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
900000.00
CON TX 3330.00
PRFEE 1.00
WDEED 15.00
TOTAL 3346.00
CHECK 3346.00

11/27/91 01 13:37 0001 3198

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

6530 S.

TENNESSEE

Nov 27 1 35 PM '91

No. 480255