F435
CTIe

THIS INSTRUMENT PREPARED BY:
Richard Manson, Esq.
1314 Fifth Avenue North
Nashville, TN 37208

MAP 161
Parcel 147

After Recording
Return To:

Address New owner and
Send TAX BILLS TO:
220 Knolls Limited Partnership
c/o Maddox Companies
3833 CLEGHORN AVE.
NASHVILLE, TN. 37215

EXHIBIT "D"
SPECIAL WARRANTY DEED
(CASH SALE)

STATE OF ~~TEXAS~~ Tennessee §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF Davidson §

BOOK 8523 PAGE 83

That the RESOLUTION TRUST CORPORATION ("RTC") in the capacity specified below (hereinafter called "Grantor") for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other valuable consideration paid to Grantor by 220 Knolls Limited Partnership,* (hereinafter, whether one or more, called "Grantee"), the receipt and sufficiency of all of which are hereby acknowledged and confessed, hereby GRANTS, SELLS, CONVEYS, ASSIGNS and DELIVERS to Grantee the real property situated in Davidson County, ~~Texas~~ Tennessee described in Exhibit "A" attached hereto and incorporated herein by reference, together with all improvements thereon and fixtures affixed thereto (said real property, improvements and fixtures are referred to herein as the "Property" but do not include any items specifically conveyed hereunder without covenant or warranty), subject to general real estate taxes and assessments and special assessments on the Property; zoning laws, regulations and ordinances of municipal and other governmental authorities, if any, affecting the Property; and those matters of record affecting the Property or revealed by a survey or inspection of the Property described in Exhibit "B" attached hereto and incorporated herein by reference (all of the foregoing hereinafter called the "Permitted Encumbrances").

*a Tennessee Limited Partnership

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, Grantee's successors and assigns forever, and Grantor does hereby bind itself and 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, subject, however, to the Permitted Encumbrances.

For the same consideration, Grantor hereby GRANTS, SELLS, CONVEYS, ASSIGNS and DELIVERS to Grantee, without covenant or warranty express or implied (~~whether under Section 5.023 of the Texas Property Code or otherwise~~), all right, title and interest, if any, of Grantor, as owner of the Property but not as owner of any other property, in and to (i) strips or gores, if any, between the Property and abutting properties (except to the extent, if any, that such strips or gores abut or provide access to other properties owned by Grantor), (ii) any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or adjacent to the Property, (iii) any leases and rental agreements (whether written or verbal) that grant a possessory interest in or that otherwise grant rights with regard to the use of all or any portion of the Property, (iv) any easements, rights of way, rights of ingress and egress or other interests in, on, or to, any land, highway, street, road or avenue, open or proposed, in, on, across from, in front of, abutting, adjoining or otherwise appurtenant to the Property, as well as all other rights, privileges and appurtenances owned by Grantor and in any way related to the Property and other rights and interests of Grantor hereunder conveyed; provided, however, that such conveyance is without prejudice to, and does not transfer, any rights or benefits held by Grantor, its successors and assigns to the extent they benefit any other properties owned by Seller to which such rights are appurtenant, and (v) all oil, gas, hydrocarbons and minerals in, on, under or that may be produced from the Property.

[NOTE: IF RESERVATION OF MINERAL INTEREST ADDENDUM IS ATTACHED TO THIS CONTRACT, CLAUSE (V) OF THE PRECEDING PARAGRAPH MUST BE MODIFIED AT CLOSING]

BY THE ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR EITHER ACQUIRED THE PROPERTY THROUGH FORECLOSURE OR DEED IN LIEU OF FORECLOSURE OR ADMINISTERS OR HAS ACQUIRED THE PROPERTY IN THE CAPACITY OF A RECEIVER OR A CONSERVATOR, AND CONSEQUENTLY, GRANTOR HAS LITTLE, IF ANY, KNOWLEDGE OF THE PHYSICAL OR ECONOMIC CHARACTERISTICS OF THE PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER. ACCORDINGLY, EXCEPT AS OTHERWISE SPECIFICALLY STATED IN THIS CONVEYANCE, GRANTOR HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (a) THE NATURE AND CONDITION OF THE PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, THE SUITABILITY THEREOF AND OF THE PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY ELECT TO CONDUCT THEREON, THE EXISTENCE OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS THEREON (INCLUDING BUT NOT LIMITED TO THE PRESENCE OF ASBESTOS OR OTHER HAZARDOUS MATERIALS) OR COMPLIANCE WITH APPLICABLE ENVIRONMENTAL LAWS, RULES OR REGULATIONS; (b) EXCEPT FOR ANY WARRANTIES CONTAINED IN THIS DEED, THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION OR OTHERWISE; AND (c) THE COMPLIANCE OF THE PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL ENTITY OR BODY. GRANTEE ACKNOWLEDGES THAT IT HAS INSPECTED THE PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER AND THAT IT IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE SAME AND NOT ON ANY INFORMATION PROVIDED OR TO BE

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PROVIDED BY OR ON BEHALF OF GRANTOR. GRANTEE FURTHER ACKNOWLEDGES THAT ANY INFORMATION PROVIDED WITH RESPECT TO THE PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER WAS OBTAINED FROM A VARIETY OF SOURCES, AND GRANTOR (1) HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION; AND (2) DOES NOT MAKE ANY REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THIS CONVEYANCE IS MADE ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS, AND GRANTEE EXPRESSLY ACKNOWLEDGES THAT, EXCEPT AS OTHERWISE SPECIFIED HEREIN, GRANTOR HAS MADE NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, TITLE (EXCEPT AS MAY BE SPECIFICALLY SET FORTH AND LIMITED IN THIS DEED), HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PROPERTY, ANY OTHER ITEM CONVEYED HEREUNDER OR ANY PORTION THEREOF, ALL SUCH REPRESENTATIONS AND WARRANTIES, AS WELL AS ANY IMPLIED WARRANTIES BEING HEREBY EXPRESSLY DISCLAIMED.

GRANTEE AGREES THAT GRANTOR SHALL NOT BE RESPONSIBLE OR LIABLE TO GRANTEE FOR ANY CONSTRUCTION DEFECTS, ERRORS, OMISSIONS, OR ON ACCOUNT OF ANY OTHER CONDITIONS AFFECTING THE PROPERTY AND OTHER ITEMS CONVEYED HEREUNDER, AS GRANTEE IS PURCHASING THE SAME AS-IS, WHERE-IS, AND WITH ALL FAULTS. GRANTEE OR ANYONE CLAIMING, BY THROUGH OR UNDER GRANTEE, HEREBY FULLY RELEASES GRANTOR, ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS AND AGENTS FROM ANY AND ALL CLAIMS THAT IT MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST RESOLUTION TRUST CORPORATION (IN ALL OF ITS CAPACITIES), THE GOVERNMENT OF THE UNITED STATES, THE FEDERAL DEPOSIT INSURANCE CORPORATION (IN ALL OF ITS CAPACITIES), GRANTOR, AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS AND AGENTS FOR ANY COST, LOSS, LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM OR RELATED TO ANY CONSTRUCTION DEFECTS, ERRORS, OMISSIONS, OR OTHER CONDITIONS AFFECTING THE PROPERTY AND OTHER ITEMS CONVEYED HEREUNDER. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH OF ITS EXPRESSED TERMS AND PROVISIONS, INCLUDING, BUT NOT LIMITED TO, THOSE RELATING TO UNKNOWN AND UNSUSPECTED CLAIMS, DAMAGES AND CAUSES OF ACTION. THIS COVENANT RELEASING GRANTOR SHALL BE A COVENANT RUNNING WITH THE PROPERTY AND SHALL BE BINDING UPON GRANTEE. GRANTOR HEREBY ASSIGNS WITHOUT RECOURSE OR REPRESENTATION OF ANY NATURE TO GRANTEE, EFFECTIVE UPON THE EXECUTION AND DELIVERY HEREOF, ANY AND ALL CLAIMS THAT GRANTOR MAY HAVE FOR ANY SUCH ERRORS, OMISSIONS OR DEFECTS IN THE PROPERTY AND OTHER ITEMS CONVEYED HEREUNDER. AS A MATERIAL COVENANT AND CONDITION OF THIS CONVEYANCE, GRANTEE AGREES THAT IN THE EVENT OF ANY SUCH CONSTRUCTION DEFECTS, ERRORS, OMISSIONS OR ON ACCOUNT OF ANY OTHER CONDITIONS AFFECTING THE PROPERTY, GRANTEE SHALL LOOK SOLELY TO GRANTOR'S PREDECESSORS OR TO SUCH CONTRACTORS AND CONSULTANTS AS MAY HAVE CONTRACTED FOR WORK IN CONNECTION WITH THE PROPERTY AND OTHER ITEMS CONVEYED HEREUNDER FOR ANY REDRESS OR RELIEF. UPON THE ASSIGNMENT BY GRANTOR OF ITS CLAIMS, GRANTEE RELEASES GRANTOR OF ALL RIGHTS, EXPRESS OR IMPLIED, GRANTEE MAY HAVE AGAINST GRANTOR ARISING OUT OF OR RESULTING FROM ANY ERRORS, OMISSIONS OR DEFECTS IN THE PROPERTY AND OTHER ITEMS CONVEYED HEREUNDER. GRANTEE FURTHER UNDERSTANDS THAT SOME OF GRANTOR'S PREDECESSORS IN INTEREST MAY BE OR BECOME INSOLVENT, BANKRUPT, JUDGEMENT PROOF OR OTHERWISE INCAPABLE OF RESPONDING IN DAMAGES, AND GRANTEE MAY HAVE NO REMEDY AGAINST SUCH PREDECESSORS, CONTRACTORS OR CONSULTANTS.

GRANTEE HEREBY AGREES TO INDEMNIFY, PROTECT, DEFEND, SAVE AND HOLD HARMLESS GRANTOR, AND GRANTOR'S EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS AND AGENTS FROM AND AGAINST ANY AND ALL DEBTS, DUTIES, OBLIGATIONS, LIABILITIES, SUITS, CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES AND COURT COSTS) IN ANY WAY RELATING TO, CONNECTED WITH OR ARISING OUT OF THE PROPERTY AND OTHER ITEMS CONVEYED HEREUNDER OR THE OWNERSHIP, LEASING, USE, OPERATION, MAINTENANCE AND MANAGEMENT THEREOF FROM AND AFTER THE DATE HEREOF, INCLUDING, WITHOUT LIMITATION, THE COST OF ANY REMOVAL OF HAZARDOUS SUBSTANCES OR CONTAMINANTS FROM THE PROPERTY AND OTHER ITEMS CONVEYED HEREUNDER.

GRANTEE HEREBY ASSUMES THE PAYMENT OF ALL AD VALOREM TAXES AND ASSESSMENTS AND ALL SPECIAL ASSESSMENTS OF WHATEVER KIND AND CHARACTER AFFECTING THE PROPERTY AND OTHER ITEMS CONVEYED HEREUNDER, INCLUDING BUT NOT LIMITED TO TAXES BECOMING DUE BECAUSE OF A CHANGE IN LAND USAGE OR OWNERSHIP, AND GRANTEE AGREES TO INDEMNIFY AND HOLD HARMLESS GRANTOR FROM ANY AND ALL CLAIMS AND LIABILITY FOR THE PAYMENT THEREOF.

[NOTE: THE FOLLOWING PARAGRAPH WILL BE INCLUDED ONLY IF THE AFFORDABLE HOUSING ADDENDUM HAS BEEN ATTACHED TO AND INCORPORATED IN THE CONTRACT.]

This conveyance and the warranties of title herein set forth are further made and accepted subject to the covenants and restrictions contained in that certain Land Use Restriction Agreement executed or to be executed by Grantor and Grantee in connection with the Property and other items conveyed hereunder which covenants and restrictions shall run with the Property and be binding upon Grantee and any and all other parties having any interest in the Property, or any part thereof, and their respective heirs, successors, personal representatives and assigns.

This Special Warranty Deed is executed by Grantor and Grantee to be effective as of the 3rd day of January, 1992

BOOK 8523 PAGE 85

GRANTOR:

RESOLUTION TRUST CORPORATION,
as Conservator for
Sunbelt Federal Savings, F.S.B.

By: Tanya J. Gilbert

Name: Tanya J. Gilbert

Title or Capacity: Attorney-In-Fact

GRANTEE'S ADDRESS:

GRANTEE:

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 3rd day of January, 1992, by Tanya J. Gilbert, acting in his/her capacity as Attorney-In-Fact, and on behalf of, RESOLUTION TRUST CORPORATION in its capacity as Conservator for Sunbelt Federal Savings, FSB, as Transferee from Resolution Trust Corporation, as Receiver for Sunbelt Savings, FSB.

Leslie Wheeler
Notary Public in and for the
State of Texas

My Commission Expires:
4/19/93

Leslie Wheeler
Printed/Typed Name of Notary

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this ___ day of _____, 19__, by _____, _____ of _____, a _____ on behalf of said _____.

Notary Public in and for the
State of _____

My Commission Expires:

Printed/Typed Name of Notary

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $5,011,000.00

Ted J. Trammell
AFFIANT

Subscribed and sworn to before me, this 6th day of January, 1992.

My commission expires: 1/23/94

Notary Public

"EXHIBIT A"

Land in Davidson County, Tennessee, being Lot No. 1 on the Revised Plan of Subdivision for Reserve Parcels D-1 and D-2, Sunchase Knolls Development, of record in Book 6250, page 431, Register's Office for Davidson County, Tennessee, described as follows:

Beginning at a point in the South right-of-way margin of Old Hickory Boulevard, said point being located 1050.44 feet West along the South right-of-way margin of Old Hickory Boulevard from the projected intersection of the aforementioned margin and the West right-of-way margin of Nolensville Road, said point being the northwest corner of Tract I and the northeast corner of Tract II herein described;

Thence leaving said right-of-way and with a new line between Tract I and Tract II, South 17 deg. 09' 37" West 100.00 feet to a point;

Thence South 8 deg. 32' 00" West 160.72 feet to a point, at the beginning of a curve to the left;

Thence with said curve, having a radius of 200.00 feet, a curve distance of 166.35 feet, a chord bearing of South 15 deg. 17' 43" East and a chord length of 161.60 feet to a point, within a 150-foot wide TVA easement as of record in Book 2400, page 596, Register's Office for Davidson County, Tennessee;

Thence North 87 deg. 33' 49" East 216.12 feet to a point, in the South property line of Brentwood East Commercial Park, as of record in Book 5044, page 531, Book 5072, page 296 and Book 5072, page 298, Register's Office for Davidson County, Tennessee, said point also being in the North margin of said TVA easement;

Thence leaving Tract I and with the property line of the aforementioned Commercial Park and the North margin of said easement, South 69 deg. 01' 15" East 637.98 feet to a point, the northwest corner of Tract IV;

Thence leaving the said Brentwood East Commercial Park property and with a new line between Tract II and IV, South 4 deg. 58' 00" East 260.25 feet to a point, the northeast corner of Tract III;

Thence leaving Tract IV and with a new line between Tract III and II, South 76 deg. 34' 06" West 231.74 feet to a point;

Thence South 13 deg. 25' 54" East 60.00 feet to a point;

Thence South 23 deg. 25' 54" East 175.00 feet to a point, in the North property line of American Fletcher National Bank Property, as of record in Book 5319, page 119, Register's Office for

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"EXHIBIT A"

Davidson County, Tennessee, being a point on a curve to the right;

Thence leaving Tract III with American Fletcher's property line, with said curve having a radius of 619.22 feet, a curve length of 319.83 feet, a chord bearing of South 81 deg. 21' 47" West and a chord length of 316.29 feet to a point;

Thence North 83 deg. 49' 41" West 608.10 feet to a point;

Thence North 6 deg. 10' 00" East 25.00 feet to a point, the beginning of a curve to the right;

Thence with said curve, having a radius of 1524.78 feet, a curve length of 239.51 feet, a chord bearing of North 10 deg. 39' 57" East and a chord length of 239.29 feet to a point;

Thence North 74 deg. 49' 59" West 354.54 feet to a point;

Thence North 8 deg. 28' 18" East crossing said TVA easement, 860.96 feet to a point, in the South right-of-way margin of Old Hickory Boulevard;

Thence leaving said American Fletcher National Bank Property, with said margin, South 81 deg. 28' 00" East 395.00 feet to a point, the beginning of a curve to the left;

Thence with said curve, having a radius of 2874.53 feet, a curve distance of 13.63 feet, a chord bearing of South 81 deg. 36' 09" East and a chord length of 13.63 feet to the point of beginning;

Containing 22.67 acres, more or less.

Being the same property conveyed to Sunbelt Savings, FSB, as Assignee from the Federal Savings and Loan Insurance Corporation, in its capacity as Receiver for Sunbelt Savings Association of Texas, by Quitclaim Deed from Sunbelt Service Corporation, of record in Book 8005, page 31, Register's Office for Davidson County, Tennessee.

INCLUDED in the above described property, BUT EXPRESSLY EXCLUDED THEREFROM is that tract conveyed to the State of Tennessee by deed of record in Book 8228, page 280, in said Register's Office, described as follows:

"EXHIBIT A"

Beginning at the point of intersection of the existing south margin of S. R. 254 (Old Hickory Blvd.) and the east boundary of the Fargo Financial, Inc. property; thence with said south margin eastwardly 410 feet, more or less, to a point in the National Convenience Stores west boundary; thence with said boundary, South 17 deg. 44 min. 00 sec. West 16.36 feet; thence with a 2906.79 foot radius curve right, westwardly 34.03 feet; thence North 80 deg. 41 min. 11 sec. West 371.03 feet to a point in Fargo Financial's east boundary; thence with said boundary, North 08 deg. 28 min. 18 sec. East 12.99 feet to the point of beginning, 0.137 acres.

EXHIBIT B

1. Declaration of easements made by Sunchase Investments, Ltd. and W. B. Grandstaff, of record in Book 6265, page 146, Register's Office for Davidson County, Tennessee.

2. Supplementary Declaration of Reciprocal Easements of record in Book 6544, page 392, in said Register's Office.

3. Easement for transmission line and/or lines conveyed to the United States of America by Ernest K. Hardison, Jr. and wife, of record in Book 2400, page 596, in said Register's Office.

4. Subject to all matters shown on the Plan of record in Book 6250, page 431, in said Register's Office.

5. Storm Water Detention Agreement of record in Book 6544, page 386, in said Register's Office.

6. Easement for sanitary sewers and/or storm drainage, of record in Book 6582, page 530, in said Register's Office.

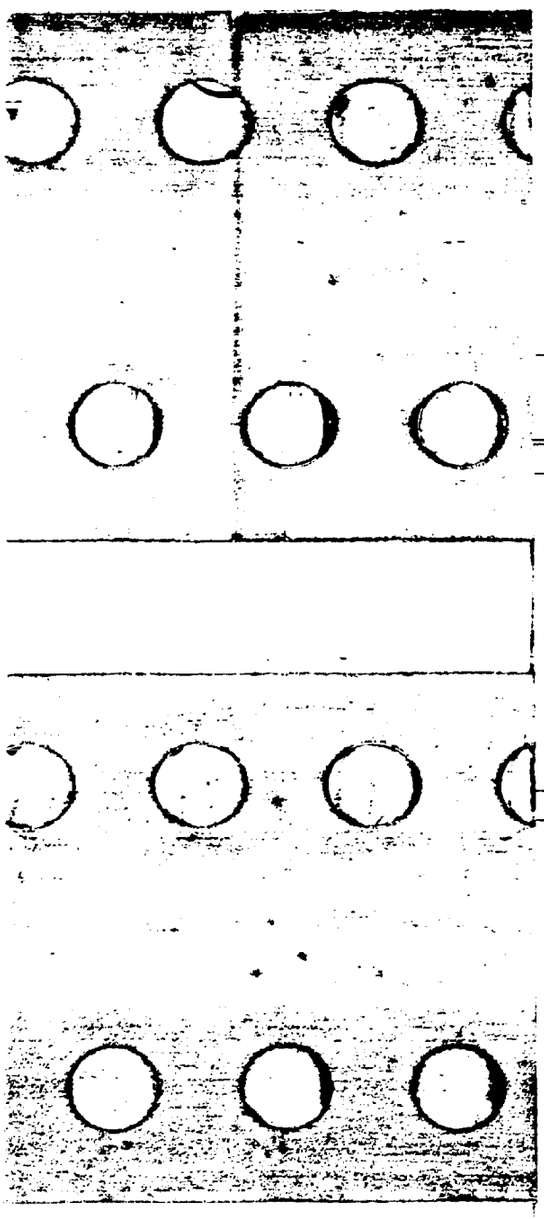
7. Easements granted to the State of Tennessee is Deed of record in Book 8228, page 280, in said Register's Office.

7.4 7.5 1"

IDENTIFICATION REFERENCE

JAN 6 4 02 PM '92

4617 01/06 0101 03CHECK 18562.70



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 8523 PAGE 90

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	5011000.00
			CON TX	18540.70
			PRFEE	1.00
			WDEED	21.00
			TOTAL	18562.70
			CHECK	18562.70
01/06/92	01		16:05 0001	4617

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

7.4 7.5. I.

IDENTIFT REFERENCE

JAN 6 4 02 PM '92

FELIX Z. WILSON, II
COUNTY REGISTER

No. 491056