#110616

THIS INSTRUMENT PREPARED BY:
BASS, BERRY & SIMS (CDB)
2700 First American Center
Nashville, Tennessee 37238

SPECIAL WARRANTY DEED

Address of Grantee	Send Tax Bills To	Map-Parcel Number(s)
Bent Tree Holdings, Inc. 1133 Connecticut Ave. NW Suite 600 Washington, D.C. 20036 Attn: Randolph J. Hirsch	Same	163-292

THE STATE OF TENNESSEE §

COUNTY OF DAVIDSON § KNOW ALL BY THESE PRESENTS:

GUARANTY FEDERAL SAVINGS BANK ("Grantor"), a federal savings bank, for Ten Dollars ($10.00) and other good and valuable consideration paid by BENT TREE HOLDINGS, INC. ("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 title to 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 INCLUDING, WITHOUT LIMITATION: (i) THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY, (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY OF THE PROPERTY AND (iii) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF 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 UPON CLOSING, 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.

Grantee's address: Bent Tree Holdings, Inc.
1133 Connecticut Ave, NW
Suite 600
Washington, D.C. 20036
Attn: Randolph J. Kirsch

Executed this 13th day of January, 1992 to be effective the 16th day of January, 1992.

GUARANTY FEDERAL SAVINGS BANK, a federal savings bank

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

AGREED TO AND ACCEPTED this 16th day of January, 1992.

BENT TREE HOLDINGS, INC.

By: Randolph J. Kirsch
Name: RANDOLPH J. KIRSCH
Title: Vice-Pres.

STATE OF Texas)

COUNTY OF Dallas)

Personally appeared before me, Michelle Salas, a Notary Public, Scott Smith, with whom I am personally acquainted, who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Executive Vice President of Guaranty Federal Savings Bank, a federal savings bank, and is authorized by the bank to execute this instrument on behalf of the bank.

WITNESS my hand, at office, this 13th day of January, 1992.

Michelle Salas Michelle Salas
Notary Public

My Commission Expires:

11-06-94

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

STATE OF TENN.)

COUNTY OF DAVIDSON)

Personally appeared before me, G. THOMAS KIRK, JR., a Notary Public, RANDOLPH J. HIRSCH, with whom I am personally acquainted, who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Vice-President of Bent Tree Holdings, Inc., a corporation, and is authorized by the corporation to execute this instrument on behalf of the corporation.

WITNESS my hand, at office, this 16TH day of January, 1992.

G. THOMAS KIRK, JR. NOTARY AT LARGE STATE OF TENNESSEE

G. Thomas Kirk
Notary Public

My Commission Expires:

My Commission Expires Nov. 26, 1994

STATE OF TENN.)

COUNTY OF DAVIDSON)

The actual consideration for this transfer or value of property conveyed (whichever is greater) is $5,850,000.00

Affiant

Sworn to and subscribed before me this 16th day of January, 1992.

G. THOMAS KIRK, JR. NOTARY AT LARGE STATE OF TENNESSEE

G. Thomas Kirk
Notary Public

My Commission Expires:

My Commission Expires Nov. 26, 1994

EXHIBIT "A"

PROPERTY DESCRIPTION

Land in Davidson County, Tenenssee, being Lot No. J-5, on the plan of Resubdivision of Lots J-3 and J-5, Section One, Hickory Hollow Terrace, as shown on plat of record in Book 5200, page 697, in the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more particular description. Said plat is entitled Resubdivision of Lots J-3 and J-5, Section One, Hickory Hollow Terrace, prepared by John H. Wright, TN Lic. #1014, Barge, Waggoner, Sumner & Cannon, Inc., 162 3rd Avenue N., Nashville, Tennessee.

Being the same proeprty conveyed to Guaranty Federal Savings Bank, by deed of record in Book 8319, page 406, Register's Office for Davidson County, Tennessee.

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Rights of parties in possession.

2. Restrictions of record in Book 6215, page 71.

3. Storm Water Detention Agreement of record in Book 6406, page 917.

4. Right of way Easement in Book 2203, page 565 and Book 2875, page 299, as partially releaseed and modified by instrument of record in Book 5118, page 797.

5. All matters shown on Plat of record in Book 5200, page 697.

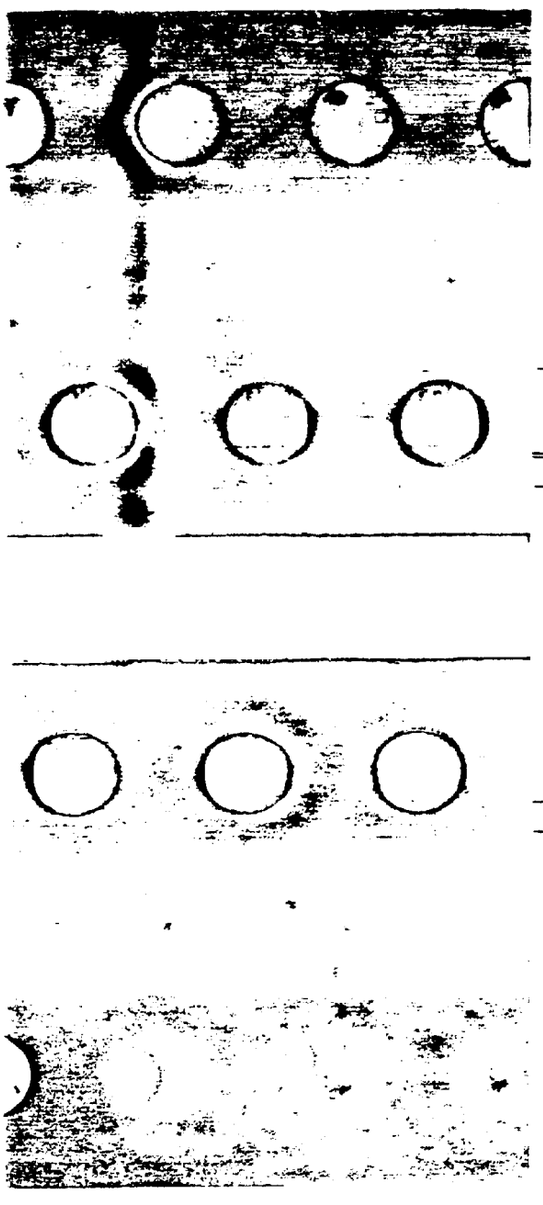
6. Taxes for the year 1992, a lien, but not yet due and payable.

7.7.650

IDENTITY REFERENCE

JAN 17 2 43 PM '92

7939 01/17 0101 03CHECK 21661.00



OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 8531 PAGE 186

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 5850000.00
CON TX 21645.00
PRFEE 1.00
WDEED 15.00
TOTAL 21661.00
CHECK 21661.00

01/17/92 01 14:42 0001 7939

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

7.7.6.5 0.

IDENTIFICATION

JAN 17 2 41 PM '92

No. 494377