Box 6
CRW

BOOK 8619 PAGE 447

AFTER RECORDING RETURN TO:
Dearborn & Ewing
414 Union Street
Nash. Tn. 37215

Prepared by: NationsBank Legal Department
One Independence Center, 114-13
Charlotte, North Carolina 28255

Address of New Owner:	Send Tax Bills To:	Map-Parcel No.
The Zeitlin Group 4301 Hillsboro Rd. Nashville, Tennessee 37215	(same)	142-16-B Parcel 18

THE STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON §

The actual consideration or value, whichever is greater, for this transfer is $30,500.00.

The Zeitlin Group
Affiant (Grantee)

Subscribed and sworn to before me, this the 4 day of May, 1992.

[Official Seal]

Carol A. Wilson
Notary Public

My Commission Expires: 1-23-93

SPECIAL WARRANTY DEED

NATIONSBANK OF TENNESSEE, a Tennessee banking corporation, formerly known as Sovran Bank/Central South ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) paid to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD, TRANSFERRED and CONVEYED and does hereby GRANT, SELL, TRANSFER and CONVEY unto THE ZEITLIN GROUP ("Grantee") in fee simple, its heirs and assigns, that certain land located in Davidson County, Tennessee, and being more particularly described in Exhibit A, attached hereto and incorporated herein by reference, together with all improvements, if any, located on such land (such land and improvements being collectively referred to as the "Property").

This conveyance is made and accepted subject to all matters (the "Permitted Exceptions") set forth in Exhibit B, attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances pertaining thereto, including all of Grantor's right, title and interest in and to adjacent streets, alleys and rights-of-way, subject to the Permitted Exceptions, unto Grantee and Grantee's

heirs, successors and assigns forever; and Grantor does hereby bind itself and its successors to warrant and forever defend the Property unto Grantee and Grantee's heirs, 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 ACKNOWLEDGES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND 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 VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (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 CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS MATERIALS OR SUBSTANCES AS BY LAW, EXCEPT THE WARRANTY OF TITLE EXPRESSLY SET FORTH HEREIN. GRANTEE FURTHER ACKNOWLEDGES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS.

Ad valorem taxes for the present year having been prorated, Grantee hereby assumes payment thereof, and subsequent assessments for that and prior years due to change in land usage, ownership, or both.

IN WITNESS WHEREOF, GRANTOR, has caused this Special Warranty Deed to be executed on the 30th day of April, 1992.

ATTEST:

Secretary

NATIONSBANK OF TENNESSEE, a Tennessee banking corporation

By: _____

Name: Douglas J. Kroiss

Title: Senior Vice President

G:\WP\RAO\0271

STATE OF NORTH CAROLINA §
§
COUNTY OF MECKLENBURG §

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Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Douglas J. Kroiss and Richard G. Pratt, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon their oaths acknowledged themselves to be Sr. Vice President and Assistant Secretary respectively of NationsBank of Tennessee, a Tennessee banking corporation, the within named bargainor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by Douglas J. Kroiss as such Sr. Vice Pres. and Richard G. Pratt as such Ass't secretary.

Witness my hand and seal, in Mecklenburg Cty, North Carolina, this the 30th day of April, 1992.

[Official Seal]

Deanna L. Zurenko
Notary Public

My Commission Expires: 6/5/95

G:\WP\RAO\0271

EXHIBIT A

Land in Davidson County, Tennessee, being Lot No. 18 on the plan of Arlington Green, Phase I, of record in Plat Book 6900, page 399, as amended in Book 7517, page 281, Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more complete description of said lot.

Being a part of the same property conveyed to Sovran Bank/Central South by deed from Frank S. King, Jr., Trustee of record in Book 8096, page 527, Register's Office for Davidson County, Tennessee.

EXHIBIT B
PERMITTED EXCEPTIONS
TO DEED

BOOK 8619 PAGE 451

1. Rights of parties in possession.

2. Governmental rights of police power or eminent domain unless notice of the exercise of such rights appears in the public records as of the date hereof; and the consequences of any law, ordinance or governmental regulation including, but not limited to, building and zoning ordinances.

3. Defects, liens, encumbrances, adverse claims or other matters 1) not known to the Grantor and not shown by the public records but known to the Grantee as of the date hereof and not disclosed in writing by the Grantee to the Grantor prior to the date hereof; 2) resulting in no loss or damage to the Grantee; or 3) attaching or created subsequent to the date hereof.

4. Visible and apparent easements and all underground easements, the existence of which may arise by unrecorded grant or by use.

5. Any and all unrecorded leases, if any, and rights of parties therein.

6. Taxes and assessments for the year of closing and subsequent years and subsequent assessments for prior years due to a change in use or ownership.

7. All valid and enforceable covenants, liens, encumbrances, defects, easements and other matters as shown on the public record.

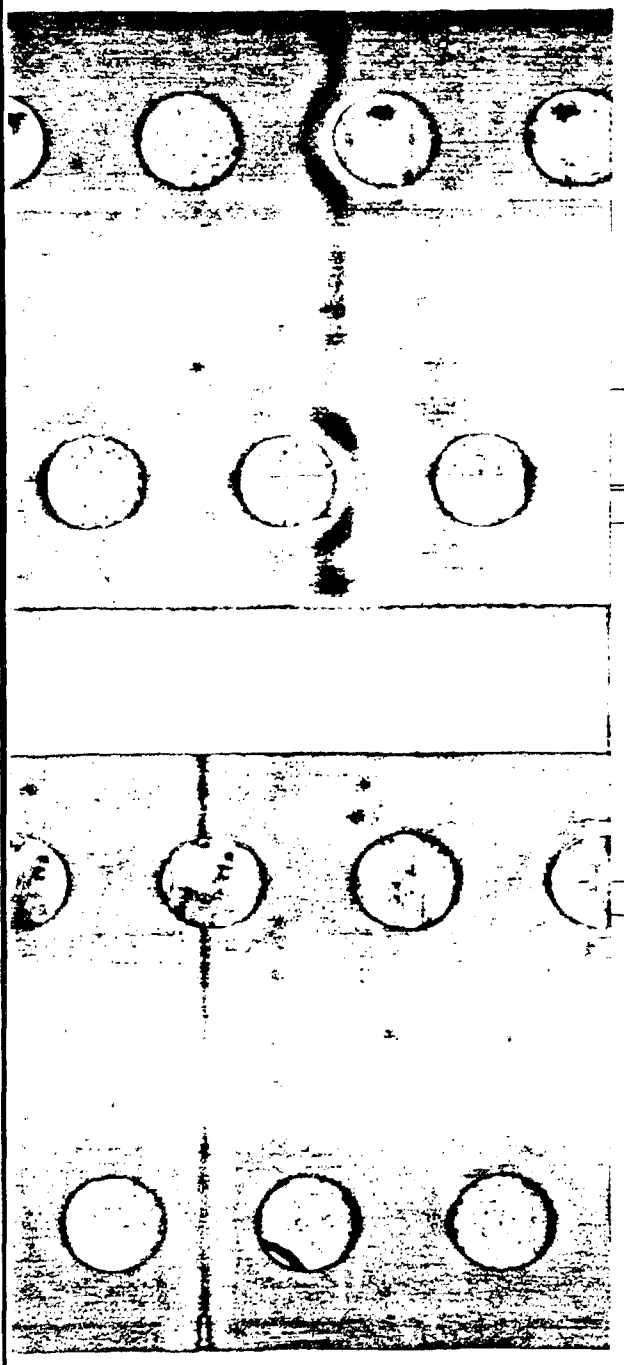
8. All matters as shown on the Plan of record in Book 6900, Page 398, Book 6900, Page 399 and Book 7517, Page 281, Register's Office of Davidson County, Tennessee.

9. Terms, conditions, easements, rights and liens as set forth in the Declaration of Covenants, Conditions and Restrictions for Devon Hills, and the By-laws appended thereto, of record in Book 8120, Page 402, Book 8120, Page 485, Book 8180, Page 230, Book 8181, Page 62 and Book 8180, Page 232, Register's Office of Davidson County, Tennessee and the lien(s) for any unpaid and/or special assessments levied pursuant to the terms of the above Declaration of Covenants, Conditions and Restrictions.

10. Rights of others in and to the common areas.

07828
IDENTIFICATION REFERENCE
MAY 6 9 01 AM '92
LILLIA Z. WILSON II REGISTER
DAVIDSON COUNTY, TN
MAIL ENV.
3970 05/06 0101 03CHECK 128.85

G:\WP\RAO\0271



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 8619 PAGE 452

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 30500.00
CAMT 30500.00
CON TX 112.85
PRFEE 1.00
WDEED 15.00
VOID
CAMT 30500.00-
TOTAL 128.85
CHECK 128.85

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

05/06/92 01 09:05 0001 3970

07828

IDENTIFICATION REFERENCE

MAY 6 9 01 AM '92

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 528233