BOOK 8627 PAGE 874

Box (
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AFTER RECORDING RETURN TO:
Dearborn & Ewing
Ste. 1200 - NationsBank Plaza
Nashville, TN 37219

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.
Emery F. & Kathleen A. Hill 58 Revere Park Nashville, Tennessee 37205	NationsBanc Mortgage Corporation P. O. Box 740017 Louisville, KY 40201	Map 116-8-C Parcel 58

THE STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON §

The actual consideration or value, whichever is greater, for this transfer is $177,000.00.

Emery F. Hill

Affiant (Grantee)

Subscribed and sworn to before me, this the 15 day of May, 1992.

Carol A. Wilson
Notary Public

[Official Seal]
STATE OF TENNESSEE NOTARY PUBLIC AT LARGE CARL A. WILSON

My Commission Expires: 1-23-93

SPECIAL WARRANTY DEED

NATIONSBANK OF TENNESSEE, a Tennessee banking corporation, formerly known as Sovran Bank/Tennessee ("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 EMERY F. HILL AND KATHLEEN A. HILL, husband and wife, ("Grantee") in fee simple, his 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 DEFINED IN THE PURCHASE AND SALE AGREEMENT PURSUANT TO WHICH THIS DEED IS DELIVERED, OR AS OTHERWISE DEFINED 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 26th day of May, 1992.

ATTEST:

Asst. Secretary

NATIONSBANK OF TENNESSEE, a Tennessee banking corporation

By: Sue S. Harshman

Name: Sue S. Harshman

Title: Vice President

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STATE OF NORTH CAROLINA §
§
COUNTY OF MECKLENBURG §

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Sue S. Harshman and Linda e. Landers, 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 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 Sue S. Harshman as such Vice President and Linda E. Landers as such Ass't secretary.

Witness my hand and seal, in Mecklenburg Cty., North Carolina, this the 14th day of May, 1992.

NOTARY PUBLIC MECKLENBURG COUNTY, N.C.
[Official Seal]

Deanna C. Zurenko
Notary Public

My Commission Expires: 6/5/95

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EXHIBIT A

Land in Davidson County, Tennessee, being Building Site No. 58 on the REVISED PLAN OF SUGARTREE, PHASE 2, as of record in Plat Book 4860, Pages 79 and 80, Register's Office for said County, as amended, to which Plan reference is made for a more complete description.

Being the same property conveyed to Sovran Bank/Tennessee by deed from Willis C. Nowell and wife, Marie W. Nowell of record in Book 8392, Page 244, Register's Office for Davidson County, Tennessee.

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EXHIBIT B
PERMITTED EXCEPTIONS
TO DEED

BOOK 8627 PAGE 878

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. Terms, conditions, easements, rights and liens as set forth in the Declaration of Covenants, Conditions and Restrictions for Sugartree, of record in Book 4857, Page 157, Book 4911, Page 356, Book 4996, Page 126, Book 5003, Page 688, Book 5087, Page 220, Book 5152, Page 401, Register's Office of Davidson County, Tennessee, all of which being made applicable to Phase II by instrument of record in Book 4874, Page 463, Book 5514, Page 138 and Book 5691, Page 61, Register's Office of Davidson County, Tennessee, and the lien for any unpaid and/or special assessments levied pursuant to the terms of the above Declaration of Covenants, Conditions and Restrictions.

9. All matters as shown on the plan of record in Book 4860, Pages 79-80, as amended, Register's Office of Davidson County, Tennessee, including, but not limited to, an owner's certificate; location of the minimum building setback lines being ten (10) feet from Revere Park and ten (10) feet from both side lot lines.

10. Sanitary sewer and/or storm drainage easement and any temporary construction easements of record in Book 3400, Page 63, Book 4005, Page 367 and Book 7061, Page 100, Register's Office for Davidson County, Tennessee.

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

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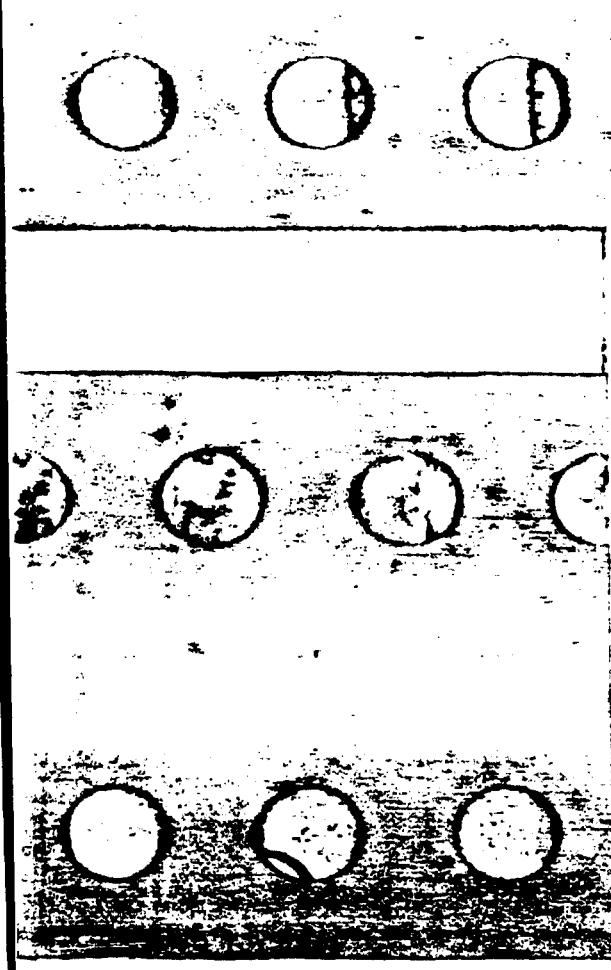
IDENTIF. REFERENCE

MAY 18 11 04 AM '92

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DAVIDSON COUNTY TN.

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OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 8627 PAGE 879

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
177000.00
CON TX 654.90
PRFEE 1.00
WDEED 15.00
TOTAL 670.90
BY BANK
CHECK 670.90

RECEIPT IS NOT VALID UNTIL CHECK IS PAID

05/18/92 01 11:04 0001 7523

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IDENTIF. REFERENCE

MAY 18 11 04 AM '92

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY TN

No. 531717