This Instrument prepared by:
Stokes & Bartholomew, P.A.
424 Church Street
Suite 2800
Nashville, Tennessee 37219

BOOK 8634 PAGE 25

ADDRESS NEW OWNER:
B & P Developments, Inc.
120 Donelson Pike
Suite 101
Nashville, TN 37214

SEND TAX BILL TO:
Same

MAP-PARCEL
Map 108
Parcel 221 and
part of Parcel 220

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 ($10.00) DOLLARS cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, THIRD NATIONAL BANK IN NASHVILLE, a national banking association (the "Grantor"), has bargained and sold, and by these presents does transfer and convey unto the said B & P DEVELOPMENTS, INC., a Tennessee corporation (the "Grantee"), Grantee's successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

A tract of land in the 2nd Civil District, 13th Councilmanic District in Metropolitan Nashville, Davidson County, Tennessee and also being shown on the Metropolitan Nashville Property Map No. 108, Parcels 221 and part of Parcel 220 and on the Final Subdivision Plat of Harborview - Phase 1-A, Section 4 of record in Book 7900, page 386, Register's Office for Davidson County, Tennessee, and being more fully described as follows:

Commencing at an existing concrete monument at the intersection of Harborwood Drive, a fifty-foot wide right-of-way as recorded by the Final Subdivision Plat of Harborview Phase 1-A, Section 1 in Plat Book 6900, page 583, R.O.D.C., Tn. and SummerLake Drive, a fifty-foot wide right-of-way as recorded by said subdivision plat of Harborview Phase 1-A, Section 1 at the southerly end of the southwesterly return curve of said intersection; thence, with the westerly right-of-way line of Summerlake Drive with a 463.96 foot radius curve to the left, a distance of 66.54 feet to an existing point and also being the point of beginning and the southeasterly property corner of Lot No. 14 as recorded in Harborview Phase 1-A, Section 1; said curve has a chord bearing and distance of S14°03'10"W, 66.50 feet and proceeding as follows:

1. With the westerly right-of-way line of Summerlake Drive in a southwardly direction with a 463.96 foot radius curve to the left, a distance of 27.00 feet to an existing point; said curve has a chord bearing and distance S08°17'23"W, 27.00 feet; thence,

2. Leaving said right-of-way line and crossing Summerlake Drive at the southerly end as shown by the recorded plat of Harborview Phase 1-A, Section 1 and continuing with the southerly property line of Lot No. 7 of Harborview Phase 1-A,

Section 1, S83°22'56"E, 145.71 feet to an existing point; said point being at the southerly common property corner of Lots No. 6 and 7 of Harborview Phase 1-A, Section 1; thence,

3. Continuing with the southerly boundary line of Harborview Phase 1-A, Section 1, S09°29'06"E, 156.79 feet to an existing point; thence,

4. N82°54'48"E, 100.00 feet to an iron pin set; thence,

5. Leaving the boundary line of Harborview Phase 1-A, Section 1, S03°52'18"E, 67.62 feet to an iron pin set on the northerly property line of the William M. and Katherine Colson property as recorded by deed in Book 5037, page 599, R.O.D.C., TN.; thence,

6. With said property line in a westwardly direction N84°07'42"W, 862.23 feet to an existing point on the right-of-way line of Woodlake Court, a forty-foot wide right-of-way as recorded by the Final Subdivision Plat of Harborview Phase 1-A, Section 3 in Plat Book 6200, page 783, R.O.D.C., TN.; thence,

7. With the right-of-way line along the end of the terminus of Woodlake Court in a northwardly and eastwardly direction with a 40.00 foot radius curve to the left, a distance of 61.44 feet to an existing point; said curve has a chord bearing and distance of N51°52'18"E, 55.57 feet; thence,

8. Leaving said right-of-way line of Woodlake Court with the southerly property line of Lot No. 34 in said Phase 1-A, Section 3, S82°07'47"E, 100.00 feet to an existing point at the southeasterly property corner of said lot; thence,

9. With the easterly property line of Lot No. 34 N12°58'49"W, 123.20 feet to an existing point at the northerly common property corner of Lots 33 and 34; thence,

10. With a southerly boundary line of Harborview Phase 1-A, Section 1, in an eastwardly direction S59°18'32"E, 34.36 feet to an existing point; thence,

11. N00°25'09"W, 124.38 feet to an existing point; said point being on the southerly property line of Lot No. 27 in Harborview Phase 1-A, Section 1; thence,

12. With the southerly property line of said Lot No. 27, in a northwardly and eastwardly direction N63°40'22"E, 30.84 feet to an existing point; said point being the southerly common property corner of Lots No. 26 and 27 of Harborview Phase 1-A, Section 1; thence,

13. With the southerly property line of Lot No. 26 and crossing the westerly right-of-way line of Portman Drive, a forty-foot wide right-of-way, as recorded by said Final Subdivision Plat of Harborview Phase 1-A, Section 1, S81°25'17"E, 124.00 feet to an existing point on the easterly right-of-way line of said Portman Drive; thence,

14. With the easterly right-of-way line of said Portman Drive in a northerly direction, N08°34'43"E, 4.00 feet to an existing point at the southwesterly property corner of Lot No. 17 in Harborview Phase 1-A, Section 1; thence,

15. Leaving said right-of-way line with the southerly property line of said Lot No. 17 S81°25'17"E, 86.85 feet to an existing point at the southerly common property corner of Lot No. 16 and 17; thence,

16. With the southerly boundary line of Harborview Phase 1-A, Section 1, S10°10'04"E, 245.92 feet to an existing point; thence,

17. S73°02'22"E, 71.15 feet to an existing point; thence,

18. N08°43'25"W, 143.34 feet to an existing point; thence,

19. N18°10'12"E, 72.89 feet to an existing point at the southerly common property corner of Lots No. 14 and 15 of Harborview Phase 1-A, Section 1; thence,

20. With the southerly property line of Lot No. 14 S80°02'51"E, 95.75 feet to an existing iron pin; said point being the point of beginning and containing 3.212 acres, more or less.

Being part of the same property conveyed to Third National Bank in Nashville by General Warranty Deed from TennSouth-Davis Properties, Ltd. of record in Book 8068, page 723, said Register's Office.

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to those matters set forth in Exhibit A which is attached hereto and incorporated herein by reference.

This is unimproved property known as Pleasant Hill Road, Nashville, Tennessee 37214, and Woodlake Court, Nashville, Tennessee 37214.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, and Grantee's successors and assigns forever.

And Grantor covenants with the said Grantee that it is lawfully seized and possessed of the Property in fee simple, has a good right to convey it, and the same is free from all encumbrances made or suffered by Grantor except to the extent otherwise set forth herein.

And Grantor does further covenant and bind itself, and its successors and assigns, to warrant and forever defend the title to the Property to the said Grantee, Grantee's successors and assigns, against the lawful claims of all persons claiming by, through or under the Grantor, but not further or otherwise.

IN WITNESS WHEREOF, the Grantor has caused this Special Warranty Deed to be executed this 15th day of April, 1992.

THIRD NATIONAL BANK IN NASHVILLE

By: Glen Bartosh

Its: SVP

By:

Its: V.P

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public of said county and state, Glen Bartosh and Lynn H Vandergriff, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained, and who further acknowledged that they are the Sr Vice President and Vice President, respectively, of Third National Bank in Nashville, the maker or a constituent of the maker and are authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand, at office, this 15 day of April, 1992.

Lisa Ford
Notary Public

My Commission Expires:
5/28/95

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $45,000.00.

David A. Parker
Affiant

Subscribed and sworn to before me this 15th day of April, 1992.

Darlene T. Marsh
Notary Public

My Commission Expires:
5/28/95

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EXHIBIT A

1. Taxes for 1992, which have been pro-rated and assumed by the Grantee.

2. All matters shown on the Plans of record in Book 6900, page 583, Book 6900, pages 756-758, Book 6900, pages 577-581, Book 6200, page 783, Book 6200, page 817 and Book 7900, page 386, Register's Office for Davidson County, Tennessee.

3. Declaration of Covenants, Conditions and Restrictions, including but not limited to assessments, charges and liens, of record in Book 7471, page 26, as amended by First Amendment of record in Book 7646, page 142, Second Amendment of record in Book 7646, page 147, Third Amendment of record in Book 7646, page 149, re-recorded in Book 7647, page 648, Fourth Amendment of record in Book 7732, page 749, Fifth Amendment of record in Book 8263, page 534, Sixth Amendment of record in Book 8271, page 863, Seventh Amendment of record in Book 8297, page 380, and Eighth Amendment of record in Book 8634, page 19, said Register's Office.

4. Easements for sanitary sewers and/or storm drainage of record in Book 5856, pages 80 and 84, and deeds of conveyance of water and sewer lines of record in Book 6147, pages 886 and 893, said Register's Office.

5. Unrecorded easement for sanitary sewers dated June 19, 1980, and referred to in deed of record in Book 5658, page 984, said Register's Office.

6. Right-of-way of any road, street or highway encompassed with the boundaries of the property.

7. Storm Water Detention Agreement of record in Book 7390, page 270, said Register's Office.

8. Unrecorded easements, if any, on, above or below the surface; and any discrepancies or conflicts in boundary lines or shortage in area or encroachments, which a correct survey or an inspection of the premises would disclose.

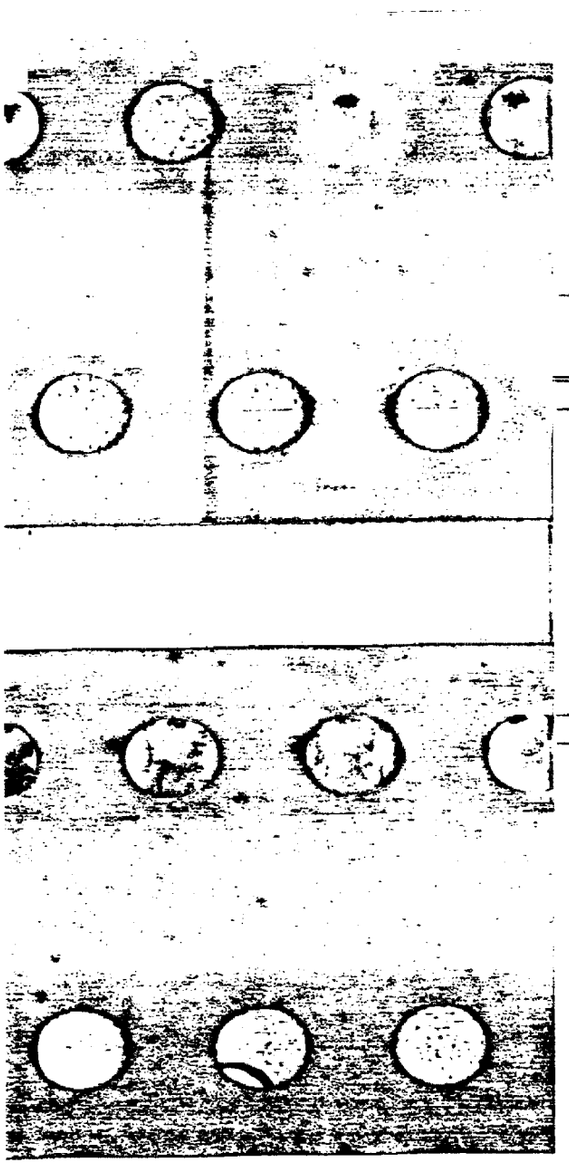
9. Temporary non-exclusive right-of-way and access easements, rights and covenants contained in Book 8068, page 723, said Register's Office.

10. Corporate Charter of Harborview at Cheswicke Homeowners' Association of record in Book 7522, page 339, amended in Book 8263, page 554, said Register's Office.

11. Conveyance of common area to Harborview at Cheswicke Homeowners' Association of record in Book 8297, page 376, said Register's Office.

F 3285
IDENTIF. TREFERENCE
MAY 26 2 45 PM '92
DAVIDSON COUNTY TN.
0146 05/26 0101 03CHECK 182.50

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



RECEIVED OF _____

FOR _____

BOOK **8634** PAGE **30**

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	45000.00
CON TX	166.50
PRFEE	1.00
WDEED	15.00
TOTAL	182.50
CHECK	182.50

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

05/26/92 01 14:44 0001 0146

13285

IDENTIF. REFERENCE

MAY 26 2 45 PM '92

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY TN.

No. 534305