FILE BOX 45

AFTER RECORDING RETURN TO:

Richard Northcutt, Attorney
25 Century Blvd., Suite 202
Nashville, TN 37214

Prepared by: NationsBank Legal Department
One Independence Center, I14-13
Charlotte, North Carolina 28255

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Address of New Owner:	Send Tax Bills To:	Map-Parcel No.
Gershon Klotwog Metropolitan Life Insurance 1 Burton Hills Blvd., Ste. 370 Nashville, Tennessee 37215	Same	162-5-198 Field Book 05DU-38393

THE STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON §

The actual consideration or value, whichever is greater, for this transfer is $38,000.00.

Affiant (Grantee)

Subscribed and sworn to before me, this the 12th day of June, 1992.

[Official Seal]

Notary Public

My Commission Expires: 7/24/93

1200 06/15 0101 03CHECK 156.60

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 GERSHON KLOTWOG ("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 11th day of June, 1992.

ATTEST:

Asst Secretary

NATIONSBANK OF TENNESSEE, a Tennessee banking corporation

By: _____

Name: Melvin F. White

Title: Vice President

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EXHIBIT A

LAND in Davidson County, Tennessee, being Lot No. 44 on the Plan of HICKORY VALLEY, SECTION THREE, of record in Plat Book 4460, Page 86, Register's Office for Davidson County, Tennessee, to which said plan reference is hereby made for a more complete legal description.

Being the same property conveyed to Sovran Bank/Tennessee by Successor Trustee's Deed from Overton Thompson, III, Successor Trustee, of record in Book 8518, Page 210, Register's Office for Davidson County, Tennessee.

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FILE BOX 45

EXHIBIT B
PERMITTED EXCEPTIONS
TO DEED

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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. Easements and setback lines as set out in plat Book 4460, Page 86, Register's Office for Davidson County, Tennessee.

9. Restrictive covenants of record in Book 4604, Page 526, Book 4630, Page 548 and Book 5967 Page 773, Register's Office for Davidson County, Tennessee.

Initials

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FILED BOX 45

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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 Melvin F. White 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 Ass't 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 Melvin F. White as such Vice President and Linda E. Landers as such Ass't secretary.

Witness my hand and seal, in Mecklenburg County, North Carolina, this the 11th day of June, 1992.

[Official Seal]

Deanna L. Zeeuwk
Notary Public

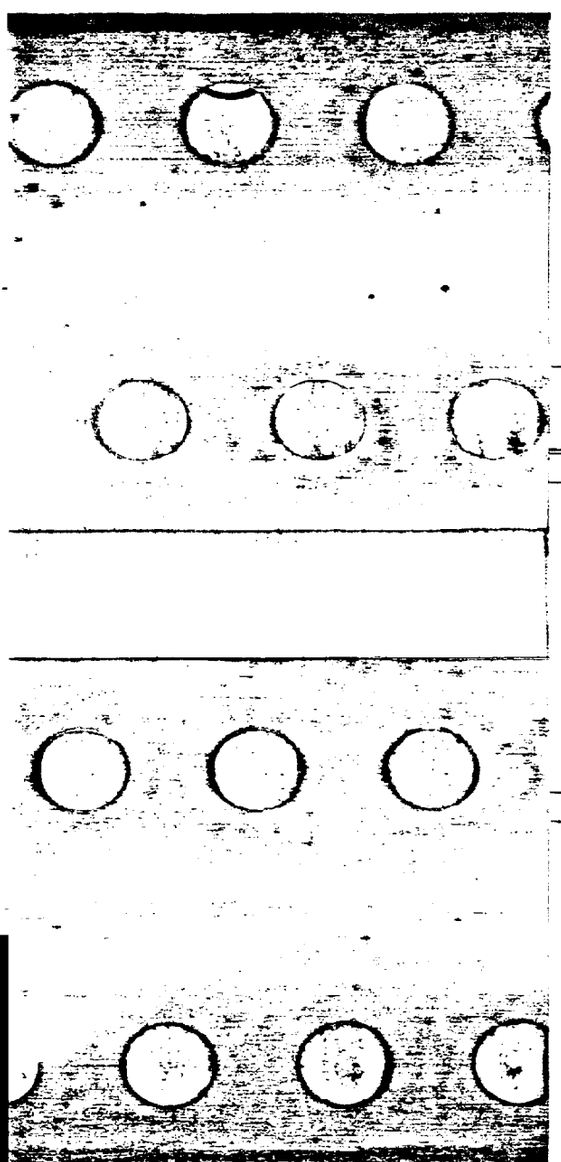
My Commission Expires: 6/5/95

19320

IDENTIF. REFERENCE

JUN 15 11 25 AM '92

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OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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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 38000.00
CON TX 140.60
PRFEE 1.00
TDEED 15.00
ERR CO
TDEED 15.00-
WDEED 15.00
TOTAL 156.60
CHECK 156.60

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK 01 10:21 0001 1200

I 9 3 2 U

IDENTIF. REFERENCE

JUN 15 10 25 AM '92

FELIX Z. WILSON, II
DAVIDSON COUNTY TN.

No. 540948