This Instrument Was Prepared By:
Jack F. King, Jr., Esq.
Trabue, Sturdivant & DeWitt
25th Floor, Nashville City Center
511 Union Street
Nashville, Tennessee 37219

BOOK 8671 PAGE 388

Address of New Owner(s):
Richter Dial Builders, Inc.
9000 East Church Street
Brentwood, TN 37027

Send Tax Bills To:
Same

Map 172-03-A
Parcels 3, 5, 7-22, 26, 27, 36-49, 52-57, 61-63, 65-67, 69-73, 75-112

Map 172-03-B
Parcels 1-32, 36-52, 55-70, 72, 76, 79-87

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, MERITBANC DEVELOPMENT CORPORATION (formerly known as Hardin Service Corporation) (the "Grantor"), has this day bargained and sold, and does hereby transfer and convey to RICHTER DIAL BUILDERS, INC. (the "Grantee"), the following described land in Davidson County, Tennessee, to-wit:

> All those tracts or parcels of land located in Davidson County, Tennessee, being more particularly described on Exhibit A attached hereto.

This is unimproved property known as Lots 3, 5, 7-22, 26, 27, 36-49, 52-57, 61-63, 65-67, 69-73, 75-112 on the Plan of The Woodlands Phase I, Section 1, as of record in Plat Book 6900, page 498 and 499, Register's Office for Davidson County, Tennessee and Lots 1-32, 36-52, 55-70, 72, 76, 79-87 on the Plan of The Woodlands Phase 2 as of record in Plat Book 6900, page 635, Register's Office for Davidson County, Tennesse.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantee and its successors and assigns, forever. Grantor covenants with said Grantee that Grantor is lawfully seized and possessed of said land in fee simple and has a good right to convey it, subject to current real estate taxes, zoning laws, regulations and ordinances of municipal and other governmental authorities, if any, and all of the encumbrances described on Exhibit B attached hereto. Grantor further covenants and binds itself, its successors, and assigns to warrant and forever defend the title to said real estate against the lawful claims of all persons claiming by, through or under it, but no further or otherwise.

BY THE ACCEPTANCE OF THIS DEED, GRANTEE TAKES THE PROPERTY "AS IS", EXCEPT FOR THE WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN. GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO PHYSICAL CONDITION, LAYOUT, FOOTAGE, EXPENSES, ZONING, OPERATION, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY, AND GRANTEE HEREBY EXPRESSLY ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS HAVE BEEN MADE. GRANTOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, MARKETABILITY, FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE OR OTHERWISE EXCEPT AS SET FORTH AND LIMITED HEREIN. ANY IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED AND EXCLUDED.

Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, Grantor has executed this instrument on this 6th day of July, 1992.

MERITBANC DEVELOPMENT CORPORATION
(Formerly known as Hardin Service Corporation)

By: Richard N. Waite, Jr.
Richard N. Waite, Jr.

Title: President

~~STATE OF _____~~)
)
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Richard N. Waite, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged (him/her)self to be President, of MERITBANC DEVELOPMENT CORPORATION, the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

Witness my hand and seal, at office in _____, _____, this _____ day of _____, 19____.

Notary Public

My Commission Expires: _____

STATE OF Tennessee)
)
COUNTY OF Williamson)

The actual consideration or value, whichever is greater, for this transfer is $990,000.00

Affiant

Subscribed and sworn to before me 8th day of July, 1992.

Notary Public

My Commission Expires: March 12, 1994

THOMAS I. P. NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

W6:JFK070192F.SF

STATE OF Texas)
)
COUNTY OF Harris)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Richard N. Waite, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged (him/her)self to be President, of MERITBANC DEVELOPMENT CORPORATION, the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

Witness my hand and seal, at office in _____, this 6th day of July, 1992

MARA S. ROBERTS
Notary Public, State of Texas
Commission Expires 12-27-95

Mara S Roberts
Notary Public

My Commission Expires: _____

EXHIBIT A

Land in Davidson County, Tennessee, being Lots 3, 5, 7 through 22, 26, 27, 36 through 49, 52 through 57, 61 through 63, 65 through 67, 69 through 73, 75 through 112 on the Plan of The Woodlands Phase I, Section 1, as of record in Plat Book 6900, pages 498 and 499, Register's Office for said County, and being Lots 1 through 32, 36 through 52, 55 through 70, 72, 76, 79 through 87 on the Plan of The Woodlands Phase 2, as of record in Plat Book 6900, page 635, Register's Office for Davidson County, Tennessee, to which plans reference are made for a more complete description.

Being part of the same property conveyed to Hardin Service Corporation by deed from Woodlands, Ltd., a Tennessee limited partnership of record in Book 7212, page 19, Register's Office for Davidson County, Tennessee. Hardin Service Corporation is now known as MeritBanc Development Corporation by Articles of Amendment of record in Book 8353, page 575, Register's Office for Davidson County, Tennessee.

(1) All matters appearing on the Plan of The Woodlands Phase I, Section 1 of record in Plat Book 6900, page 498 and 499, Register's Office for Davidson County, Tennessee and the Plan of the Woodlands, Phase 2 of record in Plat Book 6900, page 635, said Register's Office.

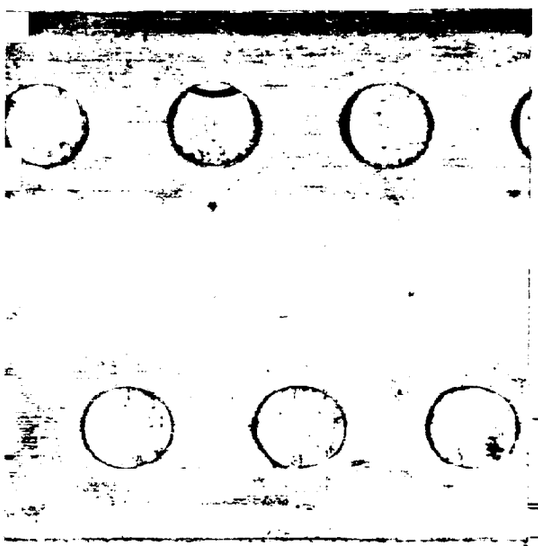
(2) Declaration of Covenants, Conditions, Restrictions, Charter and By-Laws for Woodlands of record in Book 7334, page 109, and in Book 7408, page 250, amended in Book 7516, page 37, Book 8464, page 463, and Book 8622, page 390, Register's Office for Davidson County, Tennessee.

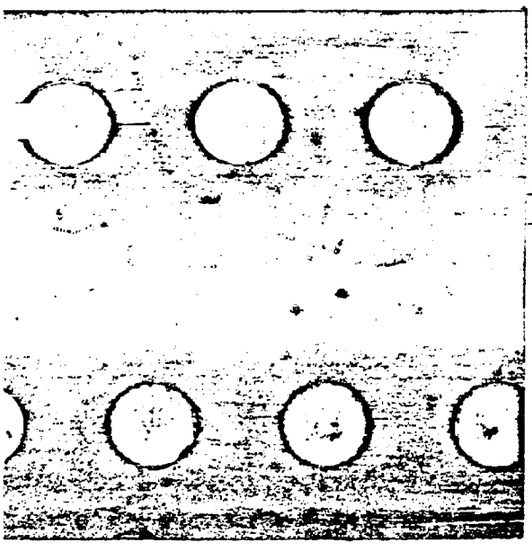
(3) Storm Water Detention Agreement of record in Book 7336, page 3, Register's Office for Davidson County, Tennessee.

(4) Dedication of common area to The Woodlands Homeowners' Association of record in Book 8472, page 310, Register's Office for Davidson County, Tennessee.

(5) Charter of Incorporation of The Woodlands Homeowners' Association of record in Book 8454, page 246, Register's Office for Davidson County, Tennessee.

25878
IDENTIF. TREFERENCE
JUL 8 1 33 PM '92
FELIX Z. TIBSON REGISTER
DAVIDSON COUNTY TN.
3622 07/08 0101 03CHECK 3684.00





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

RECEIVED OF _____

FOR _____

BOOK 8671 PAGE 393

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
				990000.00
				CON TX 3663.00
				PRFEE 1.00
				WDEED 20.00
				TOTAL 3684.00
				CHECK 3684.00
			07/08/92 01	13:33 0001 3622

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

25878

IDENTIF. REFERENCE

JUL 8 1 33 PM 92

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY TN

No. 548391