Box 58

BOOK 8671 PAGE 471

AFTER RECORDING RETURN TO:
Wilkins & Ivey, Attorneys

2405 Crestmoor Road

Nashville, TN 37215 File Box 8 (bw)

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.
Dan Miller 102 Postwood Place Nashville, Tennessee 37205	Same	103-15-A-2

THE STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON §

The actual consideration or value, whichever is greater, for this transfer is $197,500.00

Dan Miller
Affiant (Grantee)

Subscribed and sworn to before me, this the 7th day of July, 1992.

[Official Seal]

Marshall L. Hix
Notary Public

My Commission Expires: March 27, 1993

MARSHALL L. HIX · NOTARY PUBLIC AT LARGE · STATE OF TENNESSEE

SPECIAL WARRANTY DEED

NATIONSBANK OF TENNESSEE, a Tennessee banking corporation ("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 DAN MILLER ("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 2nd day of July, 1992.

NATIONSBANK OF TENNESSEE, a Tennessee banking corporation

By: Larry A. Rothrock
Name: Larry A. Rothrock
Title: Vice President

ATTEST:
Secretary

G:\WP\RAO\0397

STATE OF NORTH CAROLINA §
§
COUNTY OF MECKLENBURG §

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

Witness my hand and seal, in Mecklenburg Cnty., North Carolina, this the 2nd day of July, 1992.

(Official Seal)

Deanna L. Zuenko
Notary Public

My Commission Expires: 6/5/95

3660 07/08 0101 03CHECK 747.75

25916

IDENTIF. REFERENCE

JUL 8 2 09 PM '92

FELIX A. ALEXANDER REGISTER
DAVIDSON COUNTY, TN.

G:\WP\RAO\0397

EXHIBIT A

Land in Davidson County, Tennessee, being Lot No. 2 on the revised plan of POSTWOOD as of record in Book 5200, Page 104, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.

This is improved property known as 102 Postwood Place.

Being the same property conveyed to NationsBank of Tennessee by Substitute Trustee's Deed of record in Book 8565, Page 72, Register's Office for Davidson County, Tennessee.

EXHIBIT B
PERMITTED EXCEPTIONS
TO DEED

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. Restrictive covenants contained in an instrument of record in Book 5116, Page 225, Book 5635, Page 706; Book 5794, Page 68, Book 5910, Page 322, and Book 8240, Page 746, Register's Office for Davidson County, Tennessee.

9. Any lien for owner's association dues, if any.

10. Subject to all matters as shown on the Plan of record in Book 5200, Page 104, Register's Office for Davidson County, Tennessee.

11. Easement in favor of Lot No. 1 of Postwood as set out in Book 6660, Page 464, Register's Office for Davidson County, Tennessee.

12. An easement for water mains as set out in Book 5113, Page 667, Register's Office for Davidson County, Tennessee.

13. An easement for sanitary sewers and/or storm drainage of record in Book 5113, Page 669, Register's Office for Davidson County, Tennessee.

14. Mortgage Loan Inspection prepared by John Kohl & Co., P.C. dated June 19, 1992 indicates the patio and swimming pool violates the rear minimum building setback, the neighbor's driveway encroaches onto said property on the rear line and Lot No. 1's dwelling and patio are over the lot line (see easement granted to Lot No. 1 as set out in Book 6660, Page 464, Register's Office for Davidson County, Tennessee).



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 8671 PAGE 475

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
197500.00
CON TX 730.75
PRFEE 1.00
TDEED 16.00
ERR CO
TDEED 16.00-
WDEED 16.00
TOTAL 747.75
CHECK 747.75

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

07/08/92 01 14:10 0001 3660

2.5.9 1 6.

IDENTIF. REFERENCE

JUL 8 2 09 PM '92

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN.

No. 548429