FILE BOX 45

AFTER RECORDING RETURN TO:

Metropolitan Escrow, Inc.
25 Century Blvd., Ste. 202
Nashville, TN 37214

Prepared by: NationsBank Legal Department
One Independence Center, 114-13
Charlotte, North Carolina 28255

BOOK 8677 PAGE 520

Address of New Owner:	Send Tax Bills To:	Map-Parcel No.
Ewing & Dorothy Starnes & Paul Goodloe #10 Claiborne Nashville, Tennessee 37210	Same	Map 105-3 Parcel 239

THE STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON §

The actual consideration or value, whichever is greater, for this transfer is $12,500.00.

Pam Atchley
Affiant (Grantee)

Affiant (Grantee)

Affiant (Grantee)

Subscribed and sworn to before me, this the 14th day of July, 1992.

[Official Seal]

Patricia Nichols
Notary Public

My Commission Expires: 7/24/93

184
REFERENCE
1 41 PM '92
SON ILREGISTER
N COUNTY TN.
IDENTIF.
JUL 16
FELIX Z. WIL
DAVIDSO
2.8

SPECIAL WARRANTY DEED

NATIONSBANK OF TENNESSEE, a Tennessee banking corporation, formerly known as Sovran Bank/Central South ("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 EWING STARNES & DOROTHY STARNES, HUSBAND AND WIFE, AND PAUL GOODLOE ("Grantee") in fee simple, their 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").

FILE BOX 45

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.

BOOK 8677 PAGE 521

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 13th day of July, 1992.

ATTEST:

Secretary

NATIONSBANK OF TENNESSEE, a Tennessee banking corporation

By:

Name: Melvin F. White

Title: Vice President

FILE BOX 45

BOOK 8677 PAGE 522

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 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 Melvin F. White 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 13th day of July, 1992.

[Official Seal]

Notary Public

My Commission Expires: 6/5/95

FILE BOX 45

EXHIBIT A

Land in Davidson County, Tennessee, being Lot No. 7 in the Subdivision of Lot No. 27 of the JOHN NELSON PLAN, said subdivision being made in the cause of Rosanna Thompson, et al. vs. J.A. Flippen, of record in Plan Book 2, Page 61, Chancery Court for said County.

Said Lot No. 7 fronts 40 feet on the east side of Third Avenue South, formerly South College Street, and runs back between parallel lines 127 1/2 feet to a 12 foot alley.

Being a portion of the same property conveyed to Sovran Bank/Central South by General Warranty Deed dated December 26, 1990, recorded in Book 8271, Page 922, Register's Office for Davidson County, Tennessee.

BOOK 8677 PAGE 523

FILE BOX 45

EXHIBIT B
PERMITTED EXCEPTIONS
TO DEED

BOOK 8677 PAGE 524

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.

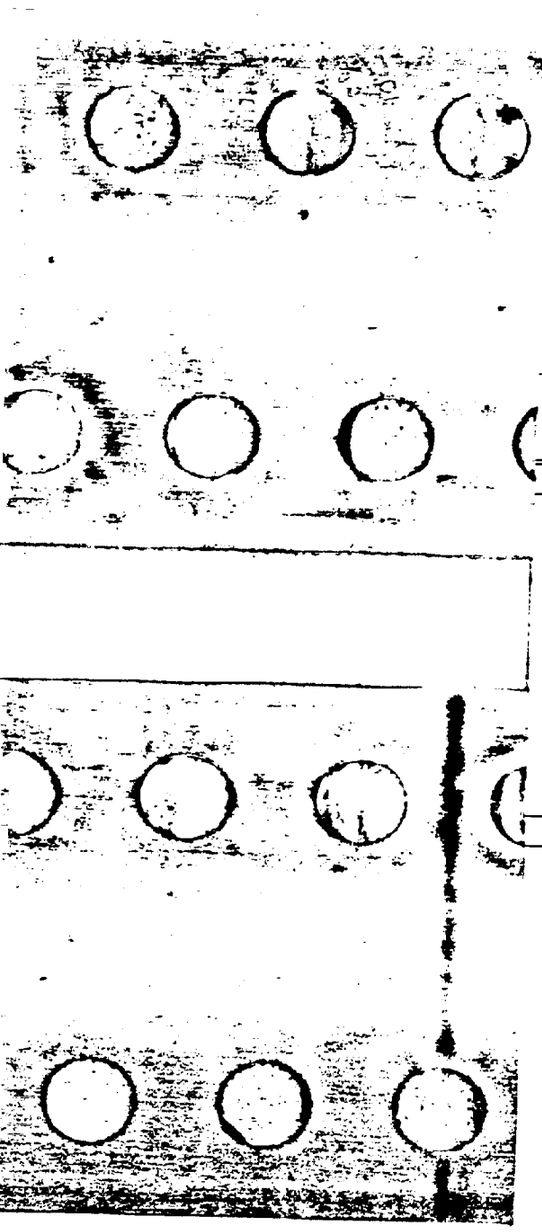
6. Taxes and assessments for the year of closing and subsequent years and subsequent assessments for prior years due to a change in use or ownership.

7. All valid and enforceable covenants, liens, encumbrances, defects, easements and other matters as shown on the public record.

8. Possible unfiled mechanic's and materialmen's liens.

Initials

5231 07/16 0101 03CHECK 67.25



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

RECEIVED OF _____

FOR _____

BOOK 8677 PAGE 525

CO - CONVEYANCE
MO - MORTGAGE
WD - WARRANTY DEED
TD - TRUST DEED

CC - CERTIFIED COPY
REL - RELEASE
UCC - UNIFORM COMMERCIAL CODE

MISC - MISCELLANEOUS
CO TX - STATE TAX CONVEY
MO TX - STATE TAX MORT
PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
				CAMT 12500.00
				CON TX 46.25
				PRFEE 1.00
				WDEED 20.00
				TOTAL 67.25
				CHECK 67.25
07/16/92	01			13:41 0001 6231

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

2811.84

IDENTIF. REFERENCE

JUL 16 1 41 PM '92

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN.

No. 550964