10861

This Instrument Was Prepared By:
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Trabue, Sturdivant & DeWitt
25th Floor, Nashville City Center
511 Union Street
Nashville, Tennessee 37219-1738

BOOK 8686 PAGE 850

Address New Owner(s):
David H. Nunn
431 Munn Road
Nashville, TN 37214

Send Tax Bills to:
New Owner

Map: 96-1
Parcel: 24.01 & 155
Field Book:
3DZ66220 &
3DZ86238

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 DAVID H. NUNN, unmarried (the "Grantee"), her heirs and assigns, the following described land in Davidson County, Tennessee, to-wit:

A tract or parcel of land located in Nashville, Davidson County, Tennessee being more particularly described on Exhibit A attached hereto.

This is improved property known as 431 Munn Rd., Nashville, TN 37214.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantee and their heirs 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 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.

IT IS ACKNOWLEDGED THAT THE GRANTOR HAS NEVER OCCUPIED THE PROPERTY. GRANTEE, BY ACCEPTANCE OF THIS DEED SPECIFICALLY ACKNOWLEDGES THAT NEITHER GRANTOR NOR ANYONE ON BEHALF OF GRANTOR MAKES ANY WARRANTIES, COVENANTS OR REPRESENTATIONS TO GRANTEE, EITHER EXPRESS OR IMPLIED, OF ANY NATURE OR KIND OR VALUE, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN RESPECT OF THE PROPERTY AND IT IS EXPRESSLY UNDERSTOOD THAT THE PROPERTY IS BEING CONVEYED IN AN "AS IS" AND "WITH ALL FAULTS" CONDITION. BY ACCEPTANCE OF THIS DEED, GRANTEE AFFIRMS THAT THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY.

GRANTOR SHALL HAVE NO LIABILITY FOR AND THE GRANTEE AGREES TO INDEMNIFY GRANTOR FROM ANY AND ALL LIABILITY, CAUSES OF ACTION, CLAIMS, DEMANDS, DAMAGES, INJURIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) (COLLECTIVELY "LIABILITY") RELATED TO THE PROPERTY WHICH ARE INCURRED, MADE OR ASSERTED AGAINST GRANTOR OR AGAINST THE PROPERTY, INCLUDING WITHOUT LIMITATION LIABILITY INCURRED, MADE OR ASSERTED AFTER THE DATE OF THIS DEED, RELATING TO ENVIRONMENTAL CONDITIONS, VIOLATIONS OR REMEDIAL COSTS, INCLUDING WITHOUT LIMITATION, THOSE COSTS WHICH RESULT FROM THE SOLE OR CONCURRENT NEGLIGENCE OF GRANTOR. GRANTEE SHALL HAVE NO RIGHT OR CLAIM AGAINST GRANTOR FOR DAMAGES, RESCISSION OF THE SALE, REDUCTION OF THE SALES PRICE OR OTHERWISE BECAUSE OF THE PHYSICAL CONDITION OF THE PROPERTY (INCLUDING WITHOUT LIMITATION, ITS ENVIRONMENTAL CONDITION), ANY SUCH RIGHT OR CLAIM BEING HEREBY EXPRESSLY WAIVED BY GRANTEE. THE WAIVERS AND EXCULPATION PROVIDED ABOVE SHALL BE DEEMED TO BE COVENANTS

RUNNING WITH THE LAND AND BINDING UPON ALL SUCCESSORS AND ASSIGNS OF GRANTEE AND ALL OTHER OPERATORS OF THE PROPERTY.

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 20th day of May, 19 92.

MERITBANC DEVELOPMENT CORPORATION (Formerly known as Hardin Service Corporation)

By: Richard N. Waite, Jr.

Title: PRESIDENT

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/she 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 (him/her)self as president.

Witness my hand and seal, at office in Houston, Texas, this 20th day of May, 1992.

Mara S. Roberts
Notary Public

My Commission Expires: _____

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

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $ 15,000.00.

Affiant

Sworn to and subscribed before me this 28th day of July, 1992.

Notary Public

My Commission Expires: 1-22-95

HELEN D. SMITH NOTARY PUBLIC AT LARGE DAVIDSON COUNTY TENNESSEE

6:JFK0519923.CC

EXHIBIT A

[Legal Description]

Land in the Fourteenth Councilmanic District of Davidson County, Tennessee, and located at the end of Riverpoint Court and being more particularly described according to a boundary survey dated July 9, 1992 by Jesse E. Walker Tennessee License No. 1485, as follows:

Beginning on an iron pin located on the north margin of Riverpoint Court, said iron pin being the westernmost point of the herein described tract, thence;

1. Leaving said margin and along the east line of Riverpoint Condominiums Section Two as evidenced in Plat Book 5200, page 749, in the Register's Office of Davidson County, Tennessee, North 16 degrees 52 minutes 23 seconds East a distance of 176.11 feet to iron pin, thence;

2. Continuing with Riverpoint North 54 degrees 00 minutes 08 seconds East a distance of 125.23 feet to an iron pin at fence corner, thence;

3. With a fence and Sarah Byrn's line South 47 degrees 03 minutes 12 seconds East a distance of 345.42 feet to an iron pin in a fence, thence;

4. With a fence and L. W. Lane's line South 23 degrees 56 minutes 23 seconds West a distance of 292.87 feet to an iron pn at a fence corner, thence;

5. Continuing with said fence and Lane's line, passing Nannie Hoggatt's northeast corner South 80 degrees 44 minutes 22 seconds West a total distance o 171.90 feet to an iron pin in a fence, thence;

6. Along the line of Riverpoint North 22 degrees 01 minutes 59 seconds West a distance of 311.28 feet to an iron pin, the point of beginning, containing 3.102 acres more or less.

Being the same property conveyed to Hardin Service Corporation, a Texas Corporation by deed from Michael Webb Twitty and wife, Lou Ann Twitty of record in Book 6889, page 361, said Register's Office. 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.

EXHIBIT B

[Permitted Encumbrances]

1. 1992 Real Estate Taxes which have been prorated and assumed by the Grantee.

2. Restrictive covenants contained in an instrument of record in Book 7292, page 985, Register's Office for Davidson County, Tennessee.

3. Title to that portion of subject property embraced within the bounds of any road, highways, or public rights-of-way.

4. Easements to the Metropolitan Government of Nashville and Davidson County for sanitary sewers and/or storm drainage, or record in Book 5631, page 263, Register's Office for Davidson County, Tennessee.

5. Easement for flowage to United States of America of record in Book 2272, page 231, Register's Office for Davidson County, Tennessee.

6. Easement for water purposes of record in Book 601, page 469, Register's Office for Davidson County, Tennessee.

7. Easement for access of record in Book 6283, page 630, consent to said easement of record in Book 6283, page 653, Register's Office for Davidson County, Tennessee.

8. Easement Agreement of record in Book 7292, page 968, Register's Office for Davidson County, Tennessee.

9. All those matters shown on the survey dated July 9, 1992 and revised July 14, 1992 prepared by Jessee Walker, R.L.S., #1486 bearing Job No. 92165.

10. Possible lack of access to Munn Road along unrecorded/undedicated right-of-way.

11. All easements, agreements, covenants, restrictions and encumbrances of record in the Office of the Register of Deeds for Davidson County, Tennessee.

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IDENTIF. TREFERENCE

JUL 29 10 46 AM '92

FELIX Z. [illegible] SIER
DAVIDSON COUNTY TN.

W6:JFK0715925.SF

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 8686 PAGE 854

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	15000.00
CON TX	55.50
PRFEE	1.00
WDEED	16.00
TOTAL	72.50
CHECK	72.50

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK 0001 9780

3147.6

IDENTIF. REFERENCE

JUL 29 10 46 AM '92

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY TN.

No. 554649