BOOK 8719 PAGE 933

AFTER RECORDING RETURN TO:
Cindy S. Smith, Atty.
2605 Elm Hill Pike, Suite C
Nashville, TN 37214

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

Address of New Owner:	Send Tax Bills To:	Map-Parcel No.
Donald W. Shockney 1005 Murfreesboro Road, Suite 220 Nashville, TN 37217	same	Map 131-5-B Parcel 444

THE STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON §

The actual consideration or value, whichever is greater, for this transfer is ~~$38,500.00~~ $37,000.00

Affiant (Grantee)

Subscribed and sworn to before me, this the 24th day of August, 1992.

[Official Seal]

Notary Public

My Commission Expires: 7-23-95

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 DONALD W. SHOCKNEY* ("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"). *Sr.

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 28th day of August, 1992.

ATTEST:

Secretary

NATIONSBANK OF TENNESSEE, a Tennessee banking corporation

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

G:\WP\MLL\0530

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 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 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 28th day of August, 1992.

NOTARY PUBLIC MECKLENBURG COUNTY, N.C.

Official Seal

Deanna L. Zaremba
Notary Public

My Commission Expires: 6/5/95

G:\WP\MLL\0530

EXHIBIT A

Land in Davidson County, Tennessee, being Apartment Unit No. 444 of FOUR SEASONS CONDOMINIUM created under Title 66, Chapter 27, Sections 101, et seq., as amended, Tennessee Code Annotated, and as established by a Master Deed of record in Book 6841, Page 349, and amended in Book 6847, Page 122, Register's Office for Davidson County, Tennessee, together with the undivided percentage interest in the Common Elements appurtenant to said Units as set forth in said Master Deed. Reference is hereby made to the Plat of Four Seasons Condominium shown as Exhibit "D" to said Master Deed for a more complete identification and description of said Unit.

Being the same property conveyed to NationsBank of Tennessee by Quitclaim Deed from Gary L. Sisco and wife, Mary Sue Sisco, filed of record in Book 8641, Page 101, Register's Office for Davidson County, Tennessee.

G:\WP\MLL\0530

BOOK 8719 PAGE 937

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. All matters shown on Master Deed of record in Book 6841, Page 349 as amended in Book 6847, Page 122, Register's Office for Davidson County, Tennessee.

9. Subject to the provisions and requirements of the Tennessee "Horizontal Property Act" as set out in T.C.A. Section 64-2701, et seq.

Initials

42425

INSTRUMENT REFERENCE

SEP 2 2 53 PM '92

G:\WP\MLL\0530

92-71 09/03 0101 03CHECK 157.90

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 8719 PAGE 938

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 37000.00
CON TX 136.90
PRFEE 1.00
WDEED 20.00
TOTAL 157.90
CHECK 157.90

09/02/92 01 14:59 0001 2971

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

42425

IDENTIFICATION REFERENCE

SEP 2 2 53 PM '92

DAVIDSON COUNTY, TN

No. 566657