11029

Fee Box #4

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 8732 PAGE 848

Address New Owner(s):
James E. Green
97 Benson Road
Nashville, TN 37214

Send Tax Bills to:
~~Same~~
The Prudential Home
Mortgage Company, Inc.
P.O. Box 19489
Springfield, Il. 62794-9489

Map: 96-1-A
Parcel: 24
Field Book:
03DZ85749

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 JAMES E. GREEN, unmarried and EDNA L. GREEN, married, as tenants by the entirety, (the "Grantees"), their 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 97 Benson Road.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantees and their heirs and assigns, forever. Grantor covenants with said Grantees 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 3 day of September, 1992.

MERITBANC DEVELOPMENT CORPORATION
(Formerly known as Hardin Service Corporation)

By: _____
Chris Rosprim
Title: Vice President

STATE OF Texas)
)
COUNTY OF Harris)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Chris Rosprim 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 _____, of MERITBANC DEVELOPMENT CORPORATION, the within named bargainor, a corporation, and that he as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as _____.

Witness my hand and seal, at office in Houston, Texas, this 3 day of September, 1992.

ELEANOR B. HARDY
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MAY 17, 1993

Eleanor B. Hardy
Notary Public

My Commission Expires: _____

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $44,000.00.

_____
Affiant

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

_____
Notary Public

My Commission Expires: 5.22.93

HAROLD E. SUTTON
NOTARY PUBLIC AT LARGE
STATE OF TENNESSEE

W6:JFK0901923.SF

EXHIBIT A

LEGAL DESCRIPTION

Land in Davidson County, Tennessee, being Lot No. 24 on the Plan of Section Two, Riverpoint, as of record in Plat Book 5200, page 749, Register's Office for said County, to which plan reference is made for a more complete description.

Being part of the same property conveyed to Hardin Service Corporation by deed from Richard S. Dunham and wife, Carolyn Dunham of record in Book 6830, page 796, said Register's Office. Hardin Service Corporation is now known as Meritbanc Development Corporation by Articles of Amendment of record in Book 8353, page 581, said Register's Office.

4 6 8 3 7

IDENTIFICATION REFERENCE

SEP 18 10 08 AM '92

DAVIDSON COUNTY, TN

EXHIBIT B

PERMITTED ENCUMBRANCES

This conveyance is subject to the following exceptions:

1. 1992 taxes, which have been prorated and assumed by the Grantees herein;

2. Restrictive Covenants and Easements of record in Book 6283, page 630, as amended in Book 8675, page 599;

3. Declaration of Restrictive Covenants of record in Book 7292, page 985.

4. Charter of Incorporation of record in Book 6252, page 130;

5. Dedication of Common Area of record in Book 6283, page 650, as amended in Book 8675, page 617 and rerecorded in Book 8699, page 932;

6. Restrictions of record in Book 6044, page 545;

7. Easement of record in Book 6283, page 653; and

8. All matters appearing on the Plan of record in Plat Book 5200, page 749, Register's Office for Davidson County, Tennessee.

7934 09/13 0101 03CHECK 179.80

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 8732 PAGE 852

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
			MAMT 44000.00	
			MOR TX 162.80	
			CANCEL	
09/18/92	01		10:09 0001 7863	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

IDENTIFICATION REFERENCE: 46837

SEP 18 10 08 AM '92

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

CAMT	44000.00
CON TX	162.80
PRFEE	1.00
WDEED	16.00
TOTAL	179.80
CHECK	179.80

09/18/92 01 10:09 0001 7864

No. 571500