This Instrument Was Prepared By:
Jack F. King, Jr., Esq.
Trabue, Sturdivant & DeWitt
25th Floor, Nashville City Center
511 Union Street
Nashville, Tennessee 37219

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Address New Owner(s):
Janice Sue Williams
101 Benson Road
Nashville, TN 37214

Send Tax Bills to:
Same
Mortgage Resources, Inc.
404 BNA Drive, Ste 600
Nashville, TN 37217

Map: 96-1-A
Parcel: 26
Field Book: 3DZ85751

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 JANICE SUE WILLIAMS, unmarried, (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 101 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 15th day of September, 1992.

MERITBANC DEVELOPMENT CORPORATION
(Formerly known as Hardin Service Corporation)

By: _____

Title: R. CHRIS ROSPRIM VP

STATE OF Texas)
)
COUNTY OF Harris)

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

Witness my hand and seal, at office in Houston, Texas, this 15th day of September, 1992.

DEBBIE J. HAMPTON
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
AUG. 5, 1995

Debbie J. Hampton
Notary Public

My Commission Expires: _____

STATE OF ~~TENNESSEE~~)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $40,000.00.

Janice Sue Williams
Affiant

Subscribed and sworn to before me this 23rd day of September 1992.

Notary Public

My Commission Expires: 1-25-95

W6:JFK0903021.WP

EXHIBIT A

LEGAL DESCRIPTION

Land in Davidson County, Tennessee, being Lot No. 26 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 Stanley E. Pillow, unmarried of record in Book 6865, Page 777, Register's Office for Davidson County, Tennessee. 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

This conveyance is made subject to: (1) 1992 Taxes, which have been prorated and will be paid by the Grantor herein; (2) Restrictions of record in Book 6044, page 545, Book 7292, page 985, and in Book 6283, page 630, amended in Book 8675, page 599; (3) Dedication of common area of record in Book 6283, page 650, corrected in Book 8675, page 617, rerecorded in Book 8699, page 932; (4) Charter of record in Book 6252, page 130; (5) Easement of record in Book 6283, page 653; and (6) All matters appearing on the Plan of record in Plat Book 5200, page 749, said Register's Office.

4 9 5 4 3

IDENTIFICATION REFERENCE

SEP 29 9 29 AM '92

DAVIDSON COUNTY, TN

0890 09/29 0101 03CHECK 165.00

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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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 40000.00
				CON TX 148.00
				PRFEE 1.00
				WDEED 16.00
				TOTAL 165.00
				CHECK 165.00

09/29/92 01 09:29 0001 0890

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

4954.3

IDENTIFICATION REFERENCE

SEP 29 9 29 AM '92

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 574480