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 8797 PAGE 37

Address of New Owner(s):
HM Properties, Inc.
101 Point East
Nashville, TN 37216

Send Tax Bills To:
Same

Map 96-1-A
Parcels 1,2,4-13;
15,17,19-22

SPECIAL WARRANTY DEED

MERITBANC DEVELOPMENT CORPORATION (formerly Hardin Service Corporation) (hereinafter called "Grantor") for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other valuable consideration paid to Grantor by HM Properties, Inc. (hereinafter, whether one or more, called "Grantee"), the receipt and sufficiency of all of which are hereby acknowledged and confessed, hereby GRANTS, SELLS, CONVEYS, ASSIGNS and DELIVERS to Grantee the real property situated in Davidson County, Tennessee described in Exhibit "A" attached hereto and incorporated herein by reference, together with all improvements thereon and fixtures affixed thereto (said real property, improvements and fixtures are referred to herein as the "Property" but do not include any items specifically conveyed hereunder without covenant or warranty), subject to general real estate taxes and assessments and special assessments on the Property; zoning laws, regulations and ordinances of municipal and other governmental authorities, if any, affecting the Property; and those matters of record affecting the Property or revealed by a survey or inspection of the Property described in Exhibit "B" attached hereto and incorporated herein by reference (all of the foregoing hereinafter called the "Permitted Encumbrances").

This is unimproved property known as Lots 1-12 and 19-22 on the Plan of Section 2 Riverpoint of record in Plat Book 5200, page 749, Register's Office for Davidson County, Tennessee, and Lots 16-18 on the Plan of record in Plat Book 6050, page 204, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, Grantee's successors and assigns forever, and Grantor does hereby bind itself and its successors and assigns to warrant and forever defend all and singular the Property unto Grantee, its 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, subject, however, to the Permitted Encumbrances.

For the same consideration, Grantor hereby GRANTS, SELLS, CONVEYS, ASSIGNS and DELIVERS to Grantee, without covenant or warranty express or implied, all right, title and interest, if any, of Grantor, as owner of the Property but not as owner of any other property, in and to (i) strips or gores, if any, between the Property and abutting properties (except to the extent, if any, that such strips or gores abut or provide access to other properties owned by Grantor), (ii) any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or adjacent to the Property, (iii) any leases and rental agreements (whether written or verbal) that grant a possessory interest in or that otherwise grant rights with regard to the use of all of any portion of the Property, (iv) any easements, rights of way, rights of ingress and egress or other interests in, on, or to, any land, highway, street, road or avenue, open or proposed, in, on, across from, in front of, abutting, adjoining or otherwise appurtenant to the Property, as well as all other rights, privileges and appurtenances owned by Grantor and in any way related to the Property and other rights and interests of Grantor hereunder conveyed; provided, however, that such conveyance is without prejudice to, and does not

transfer, any rights or benefits held by Grantor, its successors and assigns to the extent they benefit any other properties owned by Seller to which such rights are appurtenant, and (v) all oil, gas, hydrocarbons and minerals in, on, under or that may be produced from the Property.

BY THE ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS LITTLE, IF ANY, KNOWLEDGE OF THE PHYSICAL OR ECONOMIC CHARACTERISTICS OF THE PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER. ACCORDINGLY, EXCEPT AS OTHERWISE SPECIFICALLY STATED IN THIS CONVEYANCE, GRANTOR HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (A) THE NATURE AND CONDITION OF THE PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, THE SUITABILITY THEREOF AND OF THE PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY ELECT TO CONDUCT THEREON, THE EXISTENCE OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS THEREON (INCLUDING BUT NOT LIMITED TO THE PRESENCE OF ASBESTOS OR OTHER HAZARDOUS MATERIALS) OR COMPLIANCE WITH APPLICABLE ENVIRONMENTAL LAWS, RULES OR REGULATIONS; (B) EXCEPT FOR ANY WARRANTIES CONTAINED IN THIS DEED, THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION OR OTHERWISE; AND (C) THE COMPLIANCE OF THE PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL ENTITY OR BODY. GRANTEE ACKNOWLEDGES THAT IT HAS INSPECTED THE PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER AND THAT IT IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE SAME AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF GRANTOR. GRANTEE FURTHER ACKNOWLEDGES THAT ANY INFORMATION PROVIDED WITH RESPECT TO THE PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER WAS OBTAINED FROM A VARIETY OF SOURCES, AND GRANTOR (1) HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION; AND (2) DOES NOT MAKE ANY REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THIS CONVEYANCE IS MADE ON AN "AS IS," "WHERE IS" AND "WITH ALL FAULTS" BASIS, AND GRANTEE EXPRESSLY ACKNOWLEDGES THAT, EXCEPT AS OTHERWISE SPECIFIED HEREIN, GRANTOR HAS MADE NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, TITLE (EXCEPT AS MAY BE SPECIFICALLY SET FORTH AND LIMITED IN THIS DEED), HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PROPERTY, ANY OTHER ITEM CONVEYED HEREUNDER OR ANY PORTION THEREOF, ALL SUCH REPRESENTATIONS AND WARRANTIES, AS WELL AS ANY IMPLIED WARRANTIES BEING HEREBY EXPRESSLY DISCLAIMED.

GRANTEE AGREES THAT GRANTOR SHALL NOT BE RESPONSIBLE OR LIABLE TO GRANTEE FOR ANY CONSTRUCTION DEFECTS, ERRORS, OMISSIONS, OR ON ACCOUNT OF ANY OTHER CONDITIONS AFFECTING THE PROPERTY AND OTHER ITEMS CONVEYED HEREUNDER, AS GRANTEE IS PURCHASING THE SAME AS-IS, WHERE-IS, AND WITH ALL FAULTS. GRANTEE OR ANYONE CLAIMING, BY THROUGH OR UNDER GRANTEE, HEREBY FULLY RELEASES GRANTOR, ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS AND AGENTS FROM ANY AND ALL CLAIMS THAT IT MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST RESOLUTION TRUST CORPORATION (IN ALL OF ITS CAPACITIES), THE GOVERNMENT OF THE UNITED STATES, THE FEDERAL DEPOSIT INSURANCE CORPORATION (IN ALL OF ITS CAPACITIES), GRANTOR, AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS AND AGENTS FOR ANY COST, LOSS, LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM OR RELATED TO ANY CONSTRUCTION DEFECTS, ERRORS, OMISSIONS, OR OTHER CONDITIONS AFFECTING THE PROPERTY AND OTHER ITEMS CONVEYED HEREUNDER. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH OF ITS EXPRESSED TERMS AND PROVISIONS, INCLUDING, BUT NOT LIMITED TO, THOSE RELATING TO UNKNOWN AND UNSUSPECTED CLAIMS, DAMAGES AND CAUSES OF ACTION. THIS COVENANT RELEASING GRANTOR SHALL BE A COVENANT RUNNING WITH THE PROPERTY AND SHALL BE BINDING UPON GRANTEE. GRANTOR HEREBY

[redacted]

ASSIGNS WITHOUT RECOURSE OR REPRESENTATION OF ANY NATURE TO GRANTEE, EFFECTIVE UPON THE EXECUTION AND DELIVERY HEREOF, ANY AND ALL CLAIMS THAT GRANTOR MAY HAVE FOR ANY SUCH ERRORS, OMISSIONS OR DEFECTS IN THE PROPERTY AND OTHER ITEMS CONVEYED HEREUNDER. AS A MATERIAL COVENANT AND CONDITION OF THIS CONVEYANCE, GRANTEE AGREES THAT IN THE EVENT OF ANY SUCH CONSTRUCTION DEFECTS, ERRORS, OMISSIONS OR ON ACCOUNT OF ANY OTHER CONDITIONS AFFECTING THE PROPERTY, GRANTEE SHALL LOOK SOLELY TO GRANTOR'S PREDECESSORS OR TO SUCH CONSULTANTS AS MAY HAVE CONTRACTED FOR WORK IN CONNECTION WITH THE PROPERTY AND OTHER ITEMS CONVEYED HEREUNDER FOR ANY REDRESS OR RELIEF. UPON THE ASSIGNMENT BY GRANTOR OF ITS CLAIMS, GRANTEE RELEASES GRANTOR OF ALL RIGHTS, EXPRESS OR IMPLIED, GRANTEE MAY HAVE AGAINST GRANTOR ARISING OUT OF OR RESULTING FROM ANY ERRORS, OMISSIONS OR DEFECTS IN THE PROPERTY AND OTHER ITEMS CONVEYED HEREUNDER. GRANTEE FURTHER UNDERSTANDS THAT SOME OF THE GRANTOR'S PREDECESSORS IN INTEREST MAY BE OR BECOME INSOLVENT, BANKRUPT, JUDGEMENT PROOF OR OTHERWISE INCAPABLE OF RESPONDING IN DAMAGES, AND GRANTEE MAY HAVE NO REMEDY AGAINST SUCH PREDECESSORS, CONTRACTORS OR CONSULTANTS.

GRANTEE HEREBY ASSUMES THE PAYMENT OF ALL AD VALOREM TAXES AND ASSESSMENTS AND ALL SPECIAL ASSESSMENTS OF WHATEVER KIND AND CHARACTER AFFECTING THE PROPERTY AND OTHER ITEMS CONVEYED HEREUNDER, INCLUDING BUT NOT LIMITED TO TAXES BECOMING DUE BECAUSE OF A CHANGE IN LAND USAGE OR OWNERSHIP, AND GRANTEE AGREES TO INDEMNIFY AND HOLD HARMLESS GRANTOR FROM ANY AND ALL CLAIMS AND LIABILITY FOR THE PAYMENT THEREOF.

IN WITNESS WHEREOF, Grantor has executed this instrument on this 24th day of Nov, 1992.

MERITBANC DEVELOPMENT CORPORATION
(Formerly known as Hardin Service Corporation)

By: _____

Title: Pres. dent

STATE OF TEXAS)
)
COUNTY OF DALLAS)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Richard J. Bodak, 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 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 himself as President.

Witness my hand and seal, at office in _____, _____, this 24th day of November, 19____.

Evelyn M. Marek
Notary Public

My Commission Expires: 05-11-94

EVELYN M. MAREK
NOTARY PUBLIC
STATE OF TEXAS
My Commission Expires
MAY 11, 1994

BOOK 8797 PAGE 40

STATE OF Tennessee)
)
COUNTY OF Davidson)

The actual consideration or value, whichever is greater, for this transfer is $125,000.00.

Affiant

Subscribed and sworn to before me 25th day of November, 1992.

Notary Public

My Commission Expires: Sept 21, 1996

EXHIBIT A

Land in Davidson County, Tennessee, being Lots Nos. 1-12 and 19-22 inclusive on the Plan of Section Two Riverpoint, as of record in Plat Book 5200, page 749, and Lots 16 through 18 Section Two Riverpoint as of record in Plat Book 6050, page 204, Register's Office for said County, to which plan reference is made for a more complete description.

Being the same property conveyed to Hardin Service Corporation by deed from Roy W. Young and wife, Virginia M. Young of record in Book 6830, page 792, by deed from Miller Kimbrough, Jr., Trustee of record in Book 6858, page 269, by deed from James Tilden McLean, Jr. and wife, Jennifer Lynn McLean of record in Book 6866, page 938, by deed from James D. Moreland and wife, Mary C. Moreland of record in Book 6893, page 369, and by Deed Charles R. Parrish, Trustee and Emily Ann Parrish of record in Book 6992, page 499, 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

(1) State and county taxes for the year 1992 which have been prorated and assumed by Grantee

(2) Restrictive covenants contained in an instrument of record in Book 6044, page 545 and in Book 7292, page 985, Register's Office for Davidson County, Tennessee.

(3) All matters appearing on the Plan of record in Plat Book 5200, page 749 and Plat Book 6050, page 204, Register's Office for Davidson County, Tennessee.

(4) Declaration of Covenants, Conditions and Restrictions for Riverpoint of record in Book 6283, page 630, amended in Book 6571, page 574, and in Book 8675, page 599, Register's Office for Davidson County, Tennessee.

(5) Dedication of common area to Riverpoint Home Owners Association, Inc. of record in Book 6283, page 650, corrected in Book 8675, page 617, rerecorded in Book 8699, page 932, Register's Office for Davidson County, Tennessee.

(6) Charter of Incorporation of Riverpoint Home Owners Association, Inc. of record in Book 6252, page 130, Register's Office for Davidson County, Tennessee.

(7) Easements to the Metropolitan Government of Nashville and Davidson County for sanitary sewers and/or storm drainage, of record in Book 4806, page 513 and in Book 5580, page 124, Register's Office for Davidson County, Tennessee.

(8) Easement of record in Book 6283, page 653, Register's Office for Davidson County, Tennessee.

(9) Terms and provisions of that certain unrecorded agreement dated July 28, 1992 between MeritBanc Development Corporation, Riverpoint Home Owners Association, Inc. and David H. Nunn.

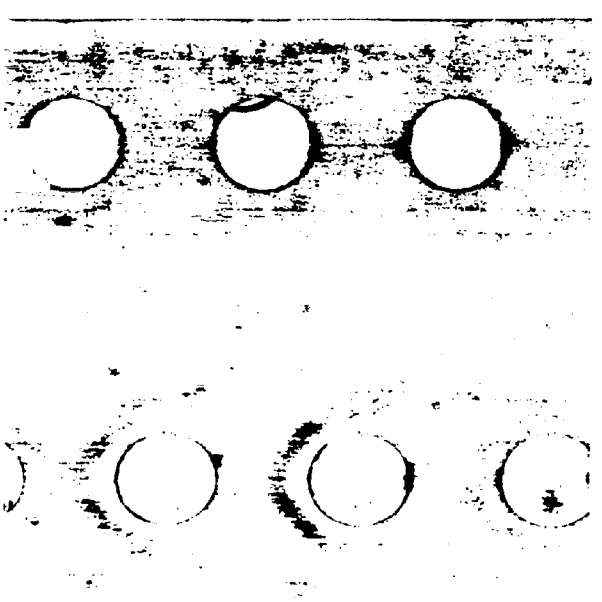
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IDENTIFICATION REFERENCE

NOV 25 [illegible] 92

DAVIDSON COUNTY, TN



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

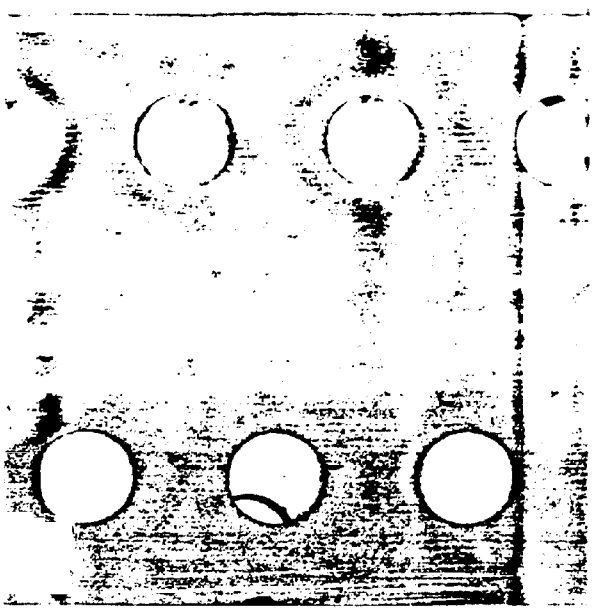
FOR _____

BOOK 8797 PAGE 43

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		
				125000.00
			CON TX	462.50
			PRFEE	1.00
			WDEED	24.00
			TOTAL	487.50
			CHECK	487.50
11/25/92	01	15:25 0001		1052

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK



6816.2

IDENTIFICATION REFERENCE

NOV 25 3 27 PM '92

DAVIDSON COUNTY, TN

No. 594771