Box CAR

BOOK 8814 PAGE 682

FROM: NATIONSBANK OF TENNESSEE

TO: CARL R. McWHIRTER

This instrument prepared by:
BOULT, CUMMINGS, CONNERS & BERRY
Suite 1200, NationsBank Plaza
414 Union Street
Nashville, Tennessee 37219-1777

Address New Owner as follows:
Carl R. McWhirter
2210 Crocker Springs Road
Goodlettsville, TN 37072

Mortgagee:
Same

Map-Parcel No.
Map 71-4
Parcel 255, 256, 257, 258, 259, 260

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $7,590.00.

Carl R McWhirter
Affiant

Subscribed and sworn to before me, this the 11 day of December, 1992.

Carol A. Wilson
Notary Public

My Comm. Expires: 1-23-93

SPECIAL WARRANTY DEED

NATIONSBANK OF TENNESSEE, a Tennessee banking corporation, formerly known as Sovran Bank of 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 Carl R. McWhirter ("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").

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, IF NOT DEFINED THEREIN, MEANING ANY SUBSTANCES OR MATERIALS WHICH ARE NOW OR HEREAFTER CLASSIFIED OR CONSIDERED TO BE HAZARDOUS OR TOXIC UNDER STATE, FEDERAL OR MUNICIPAL LAWS, RULES, ETC. OR THE COMMON LAW, OR ANY OTHER APPLICABLE LAWS RELATING TO THE PROPERTY, 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 9th day of December, 1992.

ATTEST:

Asst Secretary

NATIONSBANK OF TENNESSEE,
a Tennessee banking corporation

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

39185/CAW
AAA000-00000/ 12/8/92

BOOK 8814 PAGE 684

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 Assist Sec 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 Pres and Linda E. Landers as such Assist secretary.

Witness my hand and seal, in Charlotte, NC, this the 9th day of December, 1992.

[Official Seal]

Deanna L. Zuanko
Notary Public, State of North Carolina

My Commission Expires: 6/5/95

39185/CAW
AAA000-00000/ 12/8/92

EXHIBIT A

Land in Davidson County, Tennessee, being Lot Nos. 287, 288, 289, 290, 291, and 292, Shepardwood, Section 3, as of record in Book 5210, page 158, said Register's Office, to which plan reference is hereby made for a more complete description.

Being a part of the same property conveyed to Sovran Bank/Central South by Substitute Trustee's Deed from Stephen C. Baker, Substitute Trustee of record in Book 8362, page 393, Register's Office for Davidson County, Tennessee.

EXHIBIT B

PERMITTED EXCEPTIONS
TO DEED

BOOK 8814 PAGE 686

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 as shown on the plan of record in Book 5210, page 158, said Register's Office.

9. Restrictions of record in Book 5015, page 353, said Register's Office.

WR
Initials

7.40 I 5.

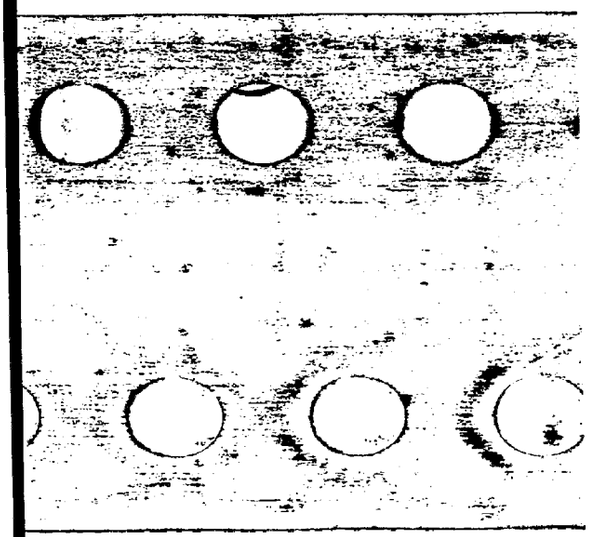
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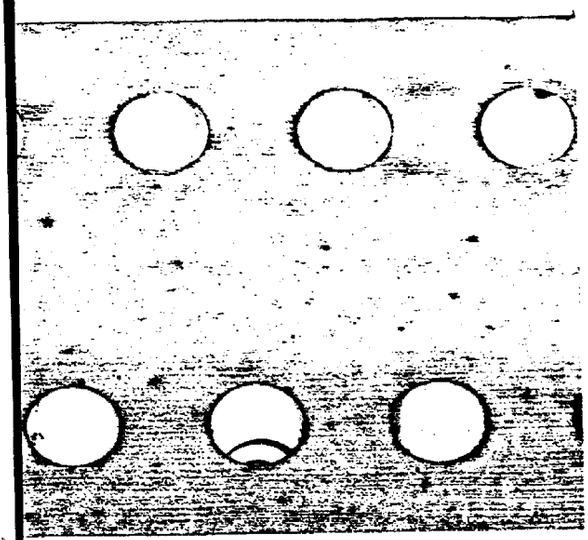
DEC 15 4 16 PM '92

[illegible] Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TN

2067 12/15 0101 03CHECK 49.12

39185/CAW
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OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 8814 PAGE 687

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 7590.00
				CON TX 28.12
				PRFEE 1.00
				WDEED 20.00
				TOTAL 49.12
				CHECK 49.12

12/15/92 01 16:14 0001 2067

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

7.40 I.S.

IDENTIFI REFERENCE

DEC 15 4 16 PM '92

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 601252