File 11258
File Box 38

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):
Michael D. Harvey
103 Benson Road
Nashville, TN
37214

Send Tax Bills to:
NATIONSBANC MORTGAGE CORP.
P.O. Box 353
Louisville, KY 40201-0353

Map: 96-1-A
Parcel: 27
Field Book: 3DZ85752

# 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 MICHAEL D. HARVEY, unmarried (the "Grantees"), their heirs and assigns, the following described land in Davidson County, Tennessee, to-wit:

MDH

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 103 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 1st day of Dec, 1992.

MERITBANC DEVELOPMENT CORPORATION
(Formerly known as Hardin Service Corporation)

By: _____

Title: President

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 Dallas, Texas this 1st day of December, 1992.

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

Evelyn M. Marek
Notary Public

My Commission Expires: 05-11-94

STATE OF TENNESSEE )
)
COUNTY OF DAVIDSON )

The actual consideration or value, whichever is greater, for this transfer is $43,500.00.

Affiant

Subscribed and sworn to before me this 10th day of December, 1992.

Helen D. Scott
Notary Public

HELEN D. SCOTT NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission Expires: 1-22-95



W6:JFK1124922.SF

**EXHIBIT A**

**LEGAL DESCRIPTION**

Land in Davidson County, Tennessee, being Lot No. 27 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 the same property conveyed to Hardin Service Corporation, a Texas Corporation by deed from Jan Teresa Collins, unmarried of record in Book 6863, page 500, 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**

**PERMITTED ENCUMBRANCES**

This conveyance is made subject to: (1) Restrictions of record in Book 6044, page 545 and Book 7292, page 985; (2) Declaration of Covenants, conditions and restrictions of record 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 and Book 8699, page 932; (4) Charter of Incorporation 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, Register's Office for Davidson County, Tennessee.

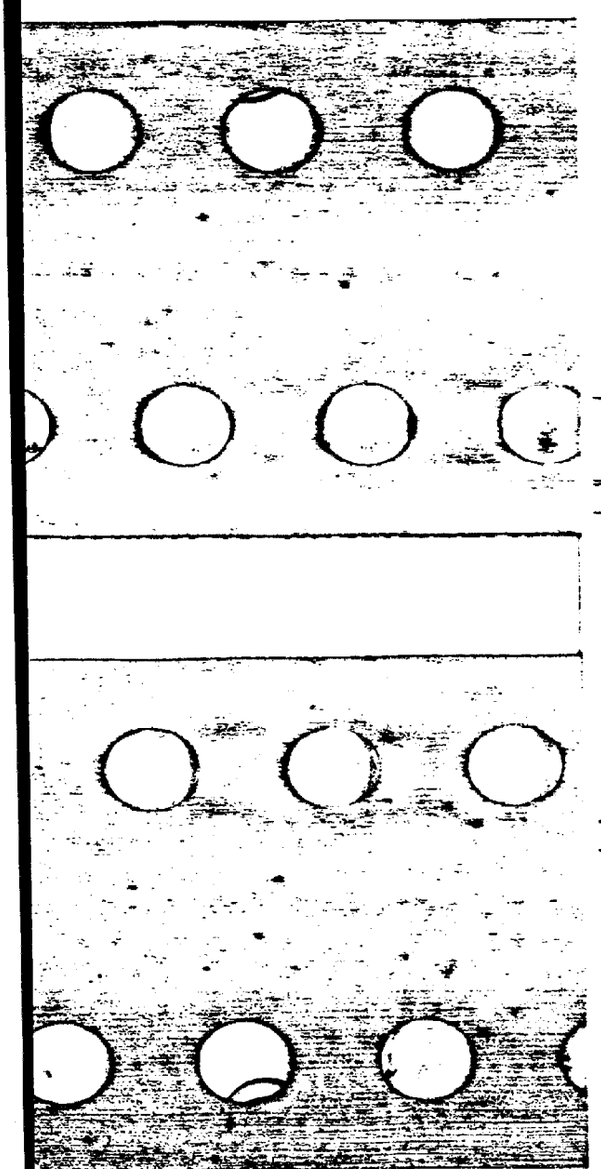
2156 12/16 0101 03CHECK 177.95

7.40 9 3.

IDENTIFICATION REFERENCE

Dec 16 9 48 AM '92

ALEX Z. WILSON III REGISTER
DAVIDSON COUNTY, TN



**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 43500.00
CON TX 160.95
PRFEE 1.00
WDEED 16.00
TOTAL 177.95
CHECK 177.95

12/16/92 01 09:47 0001 2156

**RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK**

7.40 93

IDENTIFICATION REFERENCE

DEC 16 9 48 AM '92

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

**No.** 601337