File #11238 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

BOOK 8825 PAGE 830

Address New Owner(s):
Robert L. Moore, Jr.
and Angelia T. Moore
99 Benson Road
Nashville, TN 37214

Send Tax Bills to:
Atlantic Coast Mortgage Co.
12700 Fair Lakes Cr., #400
Fairfax, Virginia 22033

Map: 96-1-A
Parcel: 25
Field Book:
3DZ 85750

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 Robert L. Moore, Jr. and wife Angelia T. Moore (the "Grantee"), 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 99 Benson Road.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantee and their heirs and assigns, forever. Grantor covenants with said Grantee 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 19 day of Nov, 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 16th day of November, 1992.

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

Evelyn M. Marek
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.

_____
Affiant

Subscribed and sworn to before me this 18th day of December, 1992.

_____
Notary Public

My Commission Expires: 1-22-95

HELEN D. SCOTT
NOTARY PUBLIC
DAVIDSON COUNTY
STATE OF TENNESSEE

W6:JFK1103921.SF

EXHIBIT A

LEGAL DESCRIPTION

Land in Davidson County, Tennessee, being Lot No. 25 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 by deed from Stanley E. Pillow, unmarried of record in Book 6865, page 777, 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

1. State and County taxes for the year 1992.

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. A 50-foot minimum building setback line from Benson Road, a 15-foot minimum building setback line from the rear line, a 5-foot minimum building setback line from the easterly line, a 20-foot NES utility easement along Benson Road, and a fire hydrant located in the northeasterly front corner of said lot, as shown on the Plan of record in Plat Book 5200, page 749, 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 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. Easement of record in Book 6283, page 653, Register's Office for Davidson County, Tennessee.

8. Mortgage loan inspection by John Kohl & Company dated October 21, 1992 shows an encroachment by the neighbor's gravel driveway onto subject property along the easterly line.

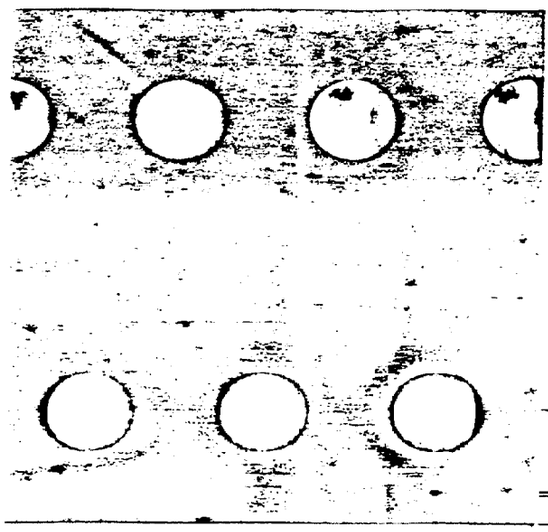
6119 12/29 0101 03CHECK 165.00

7.7.6 2.6.

IDENTIFI REFERENCE

Dec 29 11 51 AM '92

DAVIDSON COUNTY, TN



OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

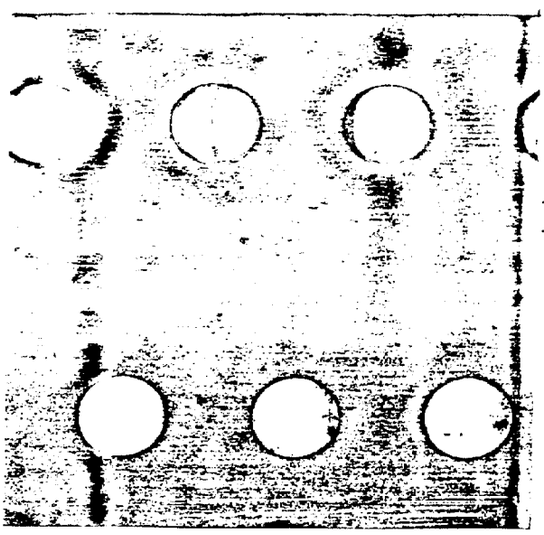
RECEIVED OF _____

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

12/29/92 01 11:52 0001 6119
RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

7.7.62.6.

IDENTIFICATION REFERENCE:

DEC 29 11 52 AM '92

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 605244