BOOK 8899 PAGE 636

AFTER RECORDING RETURN TO:

_____

_____

_____

Prepared by: Out of State (CJV)
NationsBank,
North Carolina

Address of New Owner:	Send Tax Bills To:	Map-Parcel No.
Stephen P. Mullins and Charles W. Brown, 107 Glendower Court Nashville, Tennessee 37204	Same	118-11-72

THE STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON §

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

Charles W. Brown
Affiant (Grantee)

Stephen P. Mullins
Affiant (Grantee)

Subscribed and sworn to before me, this the 30th day of March, 1993.

Ruth A. Turner
Notary Public

[Official Seal]

My Commission Expires: 9-16-95

SPECIAL WARRANTY DEED

NATIONSBANK OF TENNESSEE, N.A., a national banking association, formerly known as NationsBank of Tennessee, formerly known as Sovran Bank/Tennessee, formerly known as Sovran Bank Central South ("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, and CONVEYED and does hereby GRANT, SELL, and CONVEY unto STEPHEN P. MULLINS AND CHARLES W. BROWN ("Grantee"), in fee simple as tenants in common, their 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").

151612.1

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.

EXCEPT FOR THE LIMITED WARRANTY OF TITLE HEREIN CONTAINED, 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 PETROLEUM HYDROCARBONS, RADON GAS OR HAZARDOUS MATERIALS, SUBSTANCES OR WASTES AS DEFINED BY ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS. EXCEPT FOR THE LIMITED 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.

By acceptance of this Special Warranty Deed, Grantee agrees to and accepts all of the foregoing matters.

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 23rd day of March, 1993.

ATTEST:

Secretary

NATIONSBANK OF TENNESSEE, N.A.,
a national banking association

By: _____

Name: Timothy R. Leach

Title: Vice President

LEGIBILITY OF WRITINGS ... UNSATISFACTORY WHEN RECEIVED
THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

BOOK 8899 PAGE 638

STATE OF NORTH CAROLINA §
§
COUNTY OF MECKLENBURG §

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Timothy R. Leach and Joan Y. Brown, 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 Assistant Secretary respectively of NationsBank of Tennessee, N.A., the within named bargainor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the association by Timothy R. Leach as such Vice President and Joan Y. Brown as such Assistant secretary.

Witness my hand and seal, in Charlotte, North Carolina, this the 23rd day of March, 1993.

[Official Seal]

Notary Public, State of North Carolina

My Commission Expires: 6/5/95

EXHIBIT A

LAND

Lying, located and being in Davidson County, Tennessee, and BEING Lot No. 27 of Block "D" on the Plan of Berry Hill Gardens Subdivision, as of record in Book 1130, Page 36, Register's Office of Davidson County, Tennessee. Said Lot No. 27 fronts 75 feet on the westerly side of Columbine Place and runs back between parallel lines 131.8 feet to a dead line.

Being the same property conveyed to Sovran Bank/Central South by deed from Julian L. Bibb, Substitute Trustee, recorded in Book 8156, Page 451 of the Register's Office for Davidson County, Tennessee.

EXHIBIT B

PERMITTED EXCEPTIONS

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, subdivision, 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; or 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 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 which would be disclosed by a personal inspection of the Property or by a current, accurate, physical survey of the Property.

9. Restrictions shown on Plat recorded in Book 1130, Page 36.

10. Easement(s) and building setback(s) as shown on Plat recorded in Book 1130, Page 36.

11. Subject to Restrictive Covenants cited in the Plat as being dated July 15, 1941, but which is not indexed.

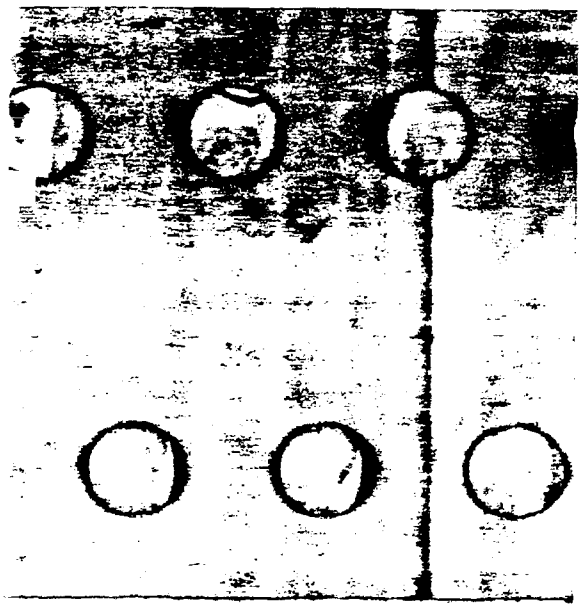
12. Any defect caused by or arising out of the subject matter of that certain lawsuit captioned "THOMAS P. SMITH, et al, Plaintiffs v. SOVRAN BANK CENTRAL SOUTH and JAMES L. WOODARD, Defendants, Davidson Chancery No. 88-3002-II."

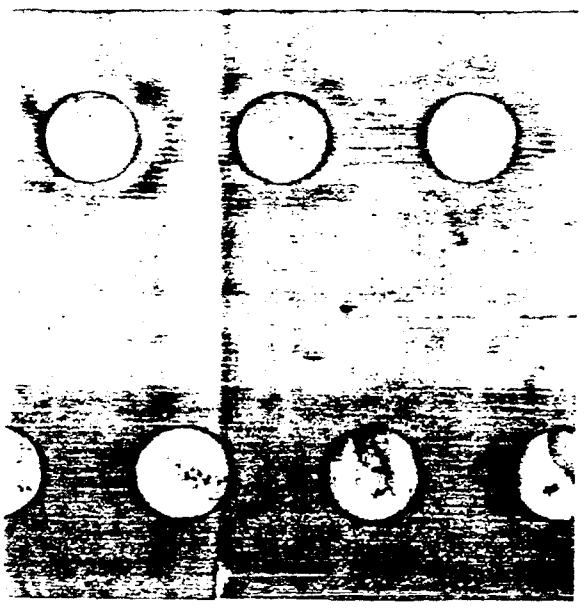
TPL
Initials

0 4 4 1 1 1

PICK-UP

151612.1





OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 8899 PAGE 641

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
			DAMT	
				125000.00
			CON TX	462.50
			PRFEE	1.00
			MDEED	20.00
			TOTAL	483.50
			CHECK	483.50
03/30/93	01	10:52	0001	7082

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0 4 4 I-I:

[illegible] TREFERENCE

MAR 30 10 54 AM '93

[illegible]

No. 634543