BOOK 8902 PAGE 957

FROM: NATIONSBANK OF TENNESSEE, N.A.

TO: SAM YAZDIAN

This instrument prepared by:
STEPHEN C. BAKER
Waller Lansden Dortch & Davis
511 Union Street, Suite 2100
Nashville, Tennessee 37219

Address of New Owner:
Sam Yazdian
3213 Nolensville Road
Nashville, Tennessee 37211

Send Tax Bills to:
SAME

Map-Parcel No.
Map 142-16-0-B-
Parcels 1,2,3,5,6,7,8,17,35,54
47,48,44,49,50,25,52

STATE OF TENNESSEE)
COUNTY OF Davidson)

The actual consideration or value, whichever is greater, for this transfer is $325,000.00.

Affiant

Subscribed and sworn to before me, this the 31st day of March 1993.

Notary Public

My Comm. Expires: 11/19/94

SPECIAL WARRANTY DEED

NATIONSBANK OF TENNESSEE, N.A., a national banking association ("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 Sam Yazdian ("Grantee"), in fee simple, 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.

SCB106
March 29, 1993

Initials

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 OF 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 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.

EXECUTED on the date set forth in the acknowledgment attached hereto to be effective as of the 30th day of March, 1993.

[Corporate seal]

ATTEST:

Assistant Secretary

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

By:

Name: Timothy R. Leach

Title: Vice President

SCB106
March 29, 1993

Initials

AGREED TO AND ACCEPTED BY GRANTEE:

Sam Yazdian

Address of Grantee:
3213 Nolensville Road
Nashville, Tennessee 37211

STATE OF North Carolina
COUNTY OF Mecklenburg

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Timothy R. Leach and Gwen Dowless respectively of NationsBank of Tennessee, N. A., the within named bargainor, a corporation, and that they as such Vice President and Ass't Secretary, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said Timothy R. Leach as such Vice Presdient, and attesting the same by the said Gwen Dowless as such Ass't Secretary.

Witness my hand and seal, at office at Charlotte, North Carolina on this 30th day of March, 1993.

NOTARY PUBLIC

My Commission Expires: 6/5/95

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Sam Yazdian, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and seal, at office in Nashville, Tennessee, this the 31st day of March, 1993.

NOTARY PUBLIC

My Commission Expires: 11/19/94

SCB106
March 29, 1993

Initials

EXHIBIT A

LAND

Land in Davidson County, Tennessee, being Lot Nos. 1, 2, 3, 5, 6, 7, 8, 17, 25, 35, 44, 47, 48, 49, 50, 52, and 54 as shown on the Plan of Arlington Green, Phase I, of record in Book 6900, page 399, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description of said lots.

Being part of the same property conveyed to Sovran Bank/Central South (now "NationsBank of Tennessee, N.A.", a national banking association) by Trustee's Deed from Frank S. King, Jr., Trustee of record in Book 8096, page 527, Register's Office for Davidson County, Tennessee.

EXHIBIT B

PERMITTED EXCEPTIONS
TO DEED

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.

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 6090, page 398, as amended in Book 7517, page 281, said Register's Office.

9. All matters as shown on the plan of record in Book 6900, page 399, as amended in Book 7517, page 281, said Register's Office.

10. Terms, conditions, easements, rights and liens as set forth in the Declaration of Covenants, Conditions and Restrictions for Devon Hills, and the By-Laws appended thereto, of record in Book 8120, page 402, as amended in Book 8120, page 485, as further amended in Book 8180, page 230, and in Book 8181, page 62, said Register's Office. Said By-Laws were amended in Book 8180, page 232, said Register's Office.

05357

IDENTIFI REFERENCE

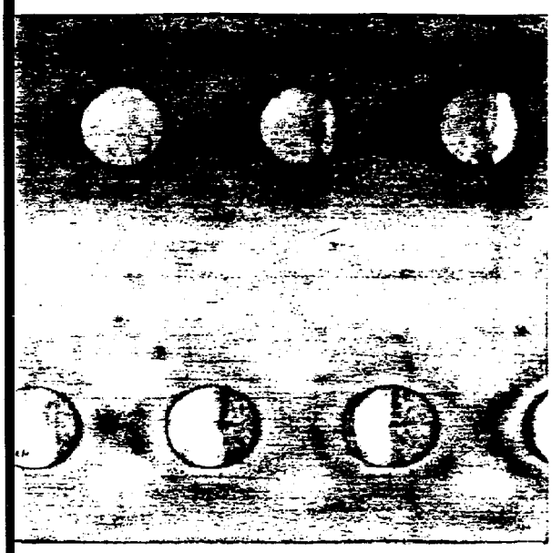
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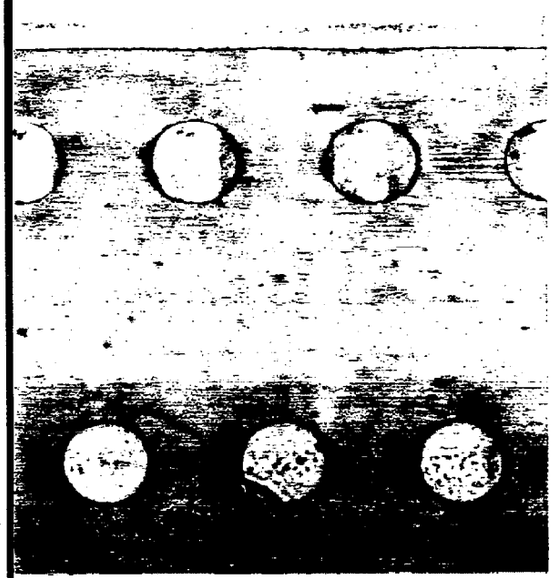
CHX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

0730 04/03 10:01 CHECK 1223.50

SCB106
March 29, 1993

Initials





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

RECEIVED OF _____

FOR _____

BOOK 8902 PAGE 962

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
			MAMT	325000.00
			ERR CO	
			MAMT	325000.00-
			CAMT	325000.00
			CON TX	1202.50
			PRFEE	1.00
			WDEED	20.00
			TOTAL	1223.50
			CHECK	1223.50

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

04/01/93 01 10:35 0001 0730

05357

IDENTIFICATION REFERENCE

APR 1 10 36 AM '93

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 635545