FILE BOX 45

AFTER RECORDING RETURN TO:
Metropolitan Escrow, Inc.
25 Century Blvd., Suite 202
Nashville, TN 37214

Prepared by: Out of State (CJV)
Amresco Institutional, Inc.
101 North Tryon Street, NC1001-12-3
Charlotte, NC 28255

Address of New Owner:	Send Tax Bills To:	Map-Parcel No.
James Allen Dowell and wife, Kathy Dowell 612 Mt. Pisgah Court Nashville, Tennessee 37211	James Allen Dowell and wife, Kathy Dowell 612 Mt. Pisgah Court Nashville, Tennessee 37211	160-11-B; Lot 1

BOOK 8908 PAGE 567

THE STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON §

The actual consideration or value, whichever is greater, for this transfer is $25,000.00.

6990

REFERENCE

11 01 AM '93

Affiant (Grantee)

Affiant (Grantee)

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

[Official Seal]

Notary Public

My Commission Expires: 7/24/93

2534 04/06 0101 03CHECK 113.50

SPECIAL WARRANTY DEED

NATIONSBANK OF TENNESSEE, N.A., a national banking association, formerly known as NationsBank of Tennessee, a state banking corporation ("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 JAMES ALLEN DOWELL and wife, KATHY DOWELL ("Grantee") in fee simple, 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").

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.

153218.1

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

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 29th day of March, 1993.

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

By: AMRESCO Institutional, Inc., a Delaware corporation, its attorney-in-fact

By: _____
Name: Douglas J. Kroiss
Title: Authorized Representative

ATTEST:

_____
Asst. Secretary

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Dora H. Noyes, a Notary Public for said County and State, do certify that John E. Griffin, personally appeared before me this day and acknowledged that he/she is the Assistant Secretary of AMRESCO Institutional, Inc., a Delaware corporation ("AMRESCO"), as attorney-in-fact for NationsBank of Tennessee, N.A., and that by authority duly given and as the act of AMRESCO, as attorney-in-fact for NationsBank of Tennessee, N.A., the foregoing instrument was signed in its name by its Authorized Representative, sealed with its corporate seal, and attested by himself/herself as its Assistant Secretary, and the said John E. Griffin, as Assistant Secretary of AMRESCO, being by me duly sworn, says that (i) he/she executed the foregoing and annexed instrument for and on behalf of NationsBank of Tennessee, N.A., (ii) that AMRESCO's authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in Book 8837, at Page 663 in the Office of the Register of Deeds in the County of Davidson, State of Tennessee, on the 11th day of January, 1993, and (iii) this instrument was executed under and by virtue of the authority given by said instrument granting AMRESCO power of attorney.

I do further certify the said John E. Griffin, as Assistant Secretary of AMRESCO, acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of NationsBank of Tennessee, N.A.

Witness my hand and official seal, this the 29th day of March, 1993.

[NOTARIAL SEAL]

Dora H. Noyes
Notary Public

My Commission Expires:

My Commission Expires February 7, 1998

EXHIBIT A

LAND

All that tract or parcel of land situate, lying and being in the 6th, formerly 8th, Civil District of Davidson County, Tennessee, being more particularly known and designated as Lot 1 on the Plan of Stone Box Creek of record in Book 6900, Page 103, as amended by Surveyor's Certificate of Correction of record in Book 7048, Page 81, Register's Office of Davidson County, Tennessee, to which plan reference is hereby made for a more complete, accurate description of said lot.

Being a portion of the same property conveyed to NationsBank of Tennessee by deed from Stephen C. Baker, Substitute Trustee, recorded September 29, 1992, in Book 8741, Page 175 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. Restrictive Covenants contained in an instrument of record in Book 7022, Page 556, as amended and restated in Book 7267, Page 329, Register's Office for Davidson County, Tennessee.

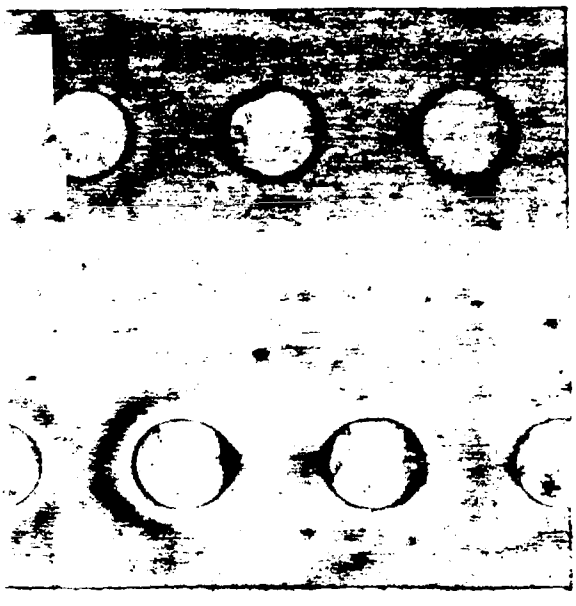
10. Subject to all matters shown on the Plan of Record in Book 6900, Page 103, as corrected by Surveyor's Certificate of Correction in Book 7048, Page 81, in said Register's Office.

11. Easements of record in Book 4952, Page 178, and Book 4952, Page 885, in said Register's Office.

12. Easements for right-of-way of record in Book 971, Page 378, in said Register's Office.

13. Deeds of Conveyance to Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Book 7542, Page 434, and Book 7542, Page 390, in said Register's Office.

Initials



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

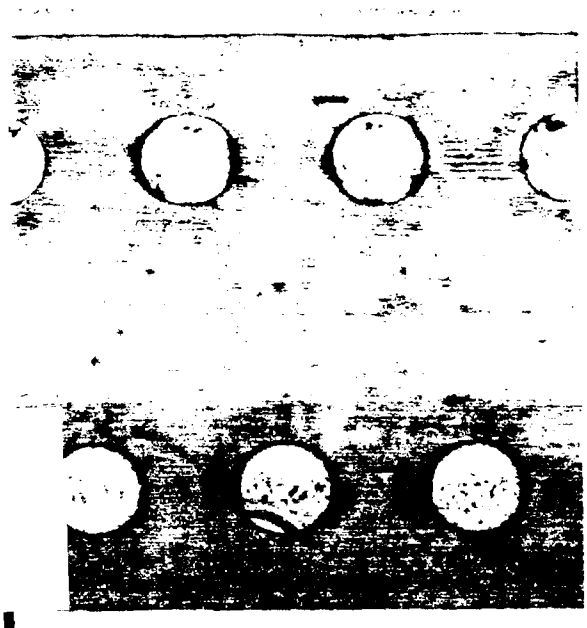
RECEIVED OF _____

FOR _____

BOOK 8908 PAGE 572

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 25000.00
CON TX 92.50
PRFEE 1.00
WDEED 20.00
TOTAL 113.50
CHECK 113.50

04/06/93 01 11:00 0001 2534

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

06990

IDENTIFI REFERENCE

APR 6 11 01 AM '93

DAVIDSON COUNTY, TN

No.637329