FILE BOX 43

AFTER RECORDING RETURN TO:
Lawyer's Escrow Service, Inc.
One Eleven Union Street
Nashville, TN 37201

Prepared by: Out of State (ALP)
BOULT, CUMMINGS, CONNERS & BERRY
414 Union Street, Suite 1200
Nashville, TN 37219-1777

Address of New Owner:	Send Tax Bills To:	Map-Parcel No.
Leslie S. Toone 100 Minnette Court Nashville, TN 37207	Third National Bank 201 4th Avenue North Nashville, TN 37219	Map 71-4, Parcel 291

THE STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON §

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The actual consideration or value, whichever is greater, for this transfer is $24,000.00.

18048

RECEIVED FOR REFERENCE
MAY 10 2 42 PM '93
DAVIDSON COUNTY

Leslie Shinall Toone
Affiant (Grantee)

Affiant (Grantee)

Subscribed and sworn to before me, this the 3rd day of May, 1993.

[Official Seal]

Notary Public

My Commission Expires: 11-20-96

SPECIAL WARRANTY DEED

1313 05/10 0101 03CHECK 113.80

NATIONSBANK OF TENNESSEE, N.A., formerly known as NationsBank of Tennessee, successor by merger from Sovran bank/Tennessee ("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 LESLIE S. TOONE ("Grantee") in fee simple, her 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.

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 28th day of April, 1993.

ATTEST:

Secretary

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

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Dora H. Noyes, a Notary Public for said County and State, do certify that Jerrie J. Lattimore, 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 Jerrie J. Lattimore, 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 Jerrie J. Lattimore, 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 28th day of April, 1993.

Dora H. Noyes
Notary Public

[NOTARIAL SEAL]

My Commission Expires:

My Commission Expires February 7, 1998

EXHIBIT A

LAND

Land in Davidson County, Tennessee, being part of Lot 311, Shepardwood, Section 4, as of record in Book 5210, Page 159 of the Register's Office for Davidson County, Tennessee. Said part of Lot 311 is also known as Lot No. 311B on the Resubdivision of Shepardwood Part 4, of record in Book 6250, Page 522 of the Register's Office for Davidson County, Tennessee.

Being a portion of the same property conveyed to Sovran Bank/Tennessee by Substitute Trustee's Deed from Stephen C. Baker, Substitute Trustee of record in Book 8362, Page 393, 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. Taxes and assessments for 1992.

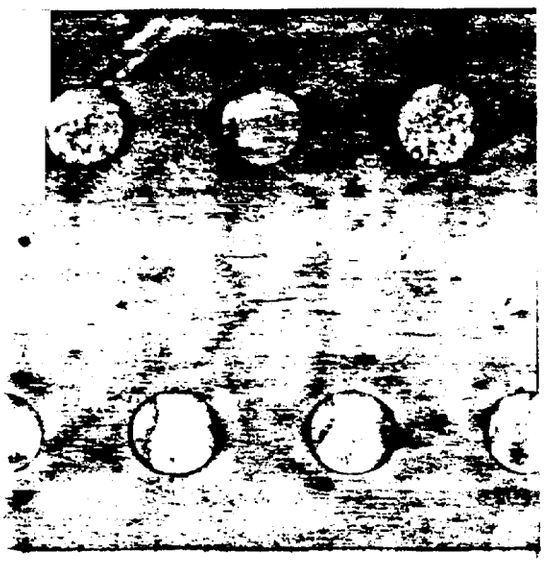
10. All matters as shown on the plan of record in Book 5210, Page 159, of the Register's Office for Davidson County, Tennessee as amended by the plan of record in Book 6250, Page 522, said Register's Office.

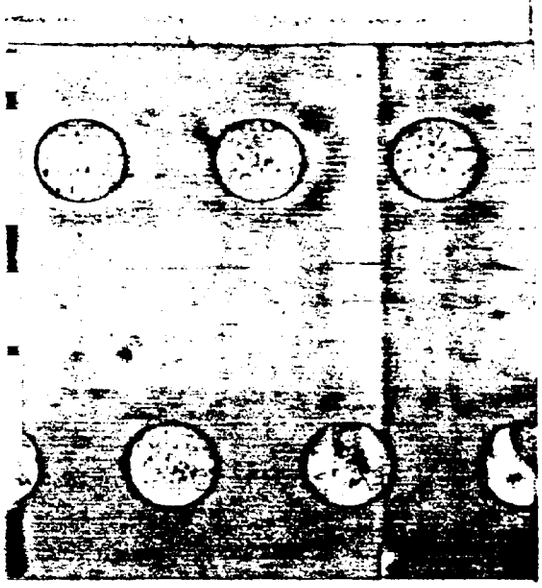
11. Restrictions of record in Book 5015, Page 356, and as shown on the plan of record in Book 6250, Page 522 of the Register's Office of Davidson County, Tennessee.

12. Subject to easement for public utility and drainage purposes across the rear corner of the lot.

13. Subject to easement for overhang purposes along the westerly boundary of said lot.

Initials





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

MAMT 24000.00
MOR TX 88.80
PRFEE 1.00
TDEED 24.00
TOTAL 113.80
CHECK 113.80

05/10/93 01 14:41 0001 1313

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

1:8:0.4 8

IDENTIFICATION REFERENCE

MAY 10 2 42 PM '93

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 649417