Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
Dominion Bank of Middle Tennessee 150 Fourth Avenue North P.O. Box 2648 Nashville, TN. 37219	Map: 91-14 Parcel: 133	Dominion Bank of Middle Tennessee 150 Fourth Avenue North P.O. Box 2648 Nashville, TN. 37219
This instrument prepared by: Boult, Cummings, Conners & Berry (CGF) 222 Third Avenue North, P.O. Box 198062, Nashville, TN 37219		

WARRANTY DEED IN LIEU OF FORECLOSURE

WHEREAS, Dominion Bank of Middle Tennessee ("Lender"), is the lawful owner and holder of the indebtedness (the "Secured Indebtedness") secured by that Deed of Trust (the "Deed of Trust") conveying certain property (the "Property") from Maxwell/Jones and Associates ("Grantor") to John B. Hardcastle, of record in Book 7306, page 336, Register's Office for Davidson County, Tennessee; and

WHEREAS, a default has occurred under the Deed of Trust, and Lender is entitled to enforce its rights thereunder, including the sale of the Property pursuant to the power of sale provided in the Deed of Trust; and

WHEREAS, in order to avoid the expense of a foreclosure sale, Grantor wishes to convey the Property to Lender in exchange for a reduction of the Secured Indebtedness in an amount agreed upon by Grantor and Lender.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, Grantor hereby conveys the Property, as described in Exhibit A hereto, to Lender.

TO HAVE AND TO HOLD the Property with all appurtenances, estate, right, title, and interest thereto belonging to Lender, its successors and assigns, forever.

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to the following:

2972 06/03 0101 03CHECK 642.00

1. Real Estate taxes for the year 1992.
2. Real Estate taxes for the year 1993, a lien but not yet due and payable.
3. Deed of Trust, Assignment of Leases and Security Agreement of record in Book 7306, page 336, Register's Office for Davidson County, Tennessee.
4. Memorandum of Lease and Collateral Assignment of Lease of record in Book 7306, page 342, Register's Office for Davidson County, Tennessee.
5. Easement(s) and Building setback(s) as shown on Plat recorded in Book 6200, page 404.
6. Restrictions shown on Plat recorded in Book 6200, page 404.

It is the intention of Grantor and Lender that the Deed of Trust of record in Book 7306, page 336, Register's Office for Davidson County, Tennessee, not merge with the title acquired by the Lender pursuant to this Deed. No such merger will occur unless and until such time as Lender executes and duly records a written instrument specifically effecting such a merger. Accordingly, unless and until such an instrument is executed and recorded, the Deed

of Trust will remain a valid and continuing lien, security title, and security interest against, in, and to the Property described herein.

Grantor covenants with Lender that Grantor is lawfully seized and possessed of the Property in fee simple; that Grantor has a good right to convey the Property; and that the Property is unencumbered except as set forth herein; and

Grantor covenants to warrant and forever defend the title to the Property to Lender, its successors and assigns against the lawful claims of all persons; and

Grantor further covenants that this deed is intended to be an absolute conveyance of title and is not intended as a mortgage, trust conveyance or grant of a security interest of any kind.

Executed this 28 day of May, 1993.

MAXWELL/JONES AND ASSOCIATES
a Tennessee general partnership

By: Joe E Maxwell
Its: General Partner

By: Richard D. Jones
Its: General Partner

This is commercial property, known as Lot No. 2 on Final Plat of Joe Maxwell, as shown on plat of record in Plat Book 6200, Page 404, in the Register's Office of Davidson County, Tennessee.

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Wendy R. Alford, Notary Public, Joe E. Maxwell, a general partner of Maxwell/Jones and Associates, a Tennessee general partnership, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 28th day of May, 1993.

Wendy R. Alford
Notary Public

My Commission Expires: [illegible]

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

67701/CGF
066601-127/ 5/28/93

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Wendy R Alford, Notary Public Richard D. Jones, a general partner of Maxwell/Jones and Associates, a Tennessee general partnership, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained

WITNESS my hand, at office, this 28th day of May, 1993

Wendy R. Alford
Notary Public

My Commission Expires: 9-21-96

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

2.6.1.5.9

IDENTIFICATION REFERENCE

JUN 3 11 02 AM '93

DAVIDSON COUNTY, TN

STATE OF TENNESSEE
COUNTY OF Davidson

The actual consideration or value, whichever is greater for this transfer is $170,000.00.

Affiant

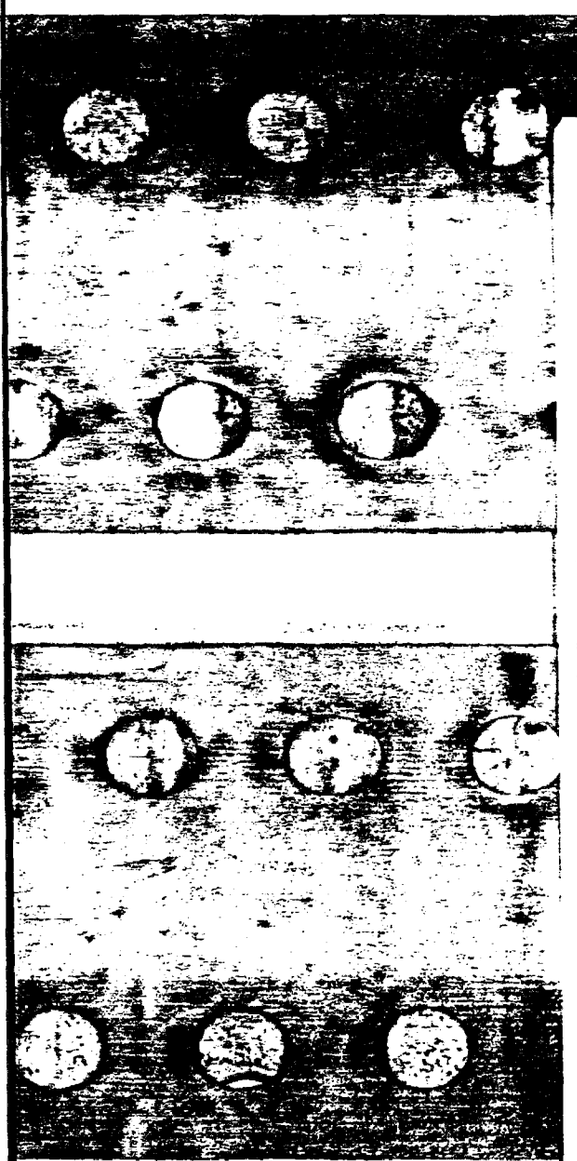
Subscribed and sworn to before me, this the 28th day of May, 1993.

Wendy R. Alford
NOTARY PUBLIC

My Commission Expires: 9-21-96

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

67701/CGF
066601-127/ 5/28/93



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

RECEIVED OF _____

FOR _____

BOOK 8969 PAGE 243

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 170000.00
CON TX 629.00
PRFEE 1.00
WDEED 12.00
TOTAL 642.00
CHECK 642.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK 06/03/93 01 11:07 0001 2972

2 6 1 5 9

IDENTIFICATION REFERENCE

JUN 3 11 02 AM '93

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 658324