BOOK 8995 PAGE 983

AFTER RECORDING RETURN TO:

Prepared by: Out of State (JXC)
Amresco Institutional, Inc.
101 North Tryon St
NCY1-001-1203
Charlotte North Carolina 28255

Address of New Owner:	Send Tax Bills To:	Map-Parcel No.
L. J. Austin 1226 Lakeview Drive Franklin, Tennessee 37064	L. J. Austin 1226 Lakeview Drive Franklin, Tennessee 37064	160-11-B-13

THE STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON §

The actual consideration or value, whichever is greater, for this transfer is $15,000.00.

X _____
Affiant (Grantee)

_____
Affiant (Grantee)

Subscribed and sworn to before me, this the 24 day of June, 1993.

[Official Seal]

_____
Notary Public

My Commission Expires: 4-1-97

SPECIAL WARRANTY DEED

NATIONSBANK OF TENNESSEE, N.A., formerly known as NationsBank of 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 L. J. AUSTIN ("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.

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 June, 1993.

ATTEST:

Secretary

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

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

By: Sue S Harshman
Name: Sue S. Harshman
Title: Authorized Representative

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STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Sue S. Harshman, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon his/her oath acknowledged him/herself to be the Authorized Representative of AMRESCO Institutional, Inc., a Delaware corporation, being authorized so to do as the attorney-in-fact for NationsBank of Tennessee, N.A., national banking association, pursuant to that Power of Attorney recorded on May 14, 1993 at Book 8949, Page 222, Register's Office for Davidson County, Tennessee, the within named bargainor, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him/herself as such Authorized Representative

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

Dora H. Noyes
Notary Public, State of NORTH CAROLINA

DORA H. VO NOTARY PUBLIC LINCOLN

[OFFICIAL SEAL]

My Commission Expires:

2/7/98

EXHIBIT A

LAND

Land in Davidson County, Tennessee, being Lot NO. 13 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, said Register's Office, to which plan reference is hereby made for a more complete description.

Being a part of the same property conveyed to NationsBank of Tennessee, by deed from Stephen C. Baker, Substitute Trustee of record in Book 8741, page 175, Register's office for Davidson County, Tennessee.

EXHIBIT B

PERMITTED EXCEPTIONS BOOK 8995 PAGE 987

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; 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. All matters appearing on the Plan of Stone Box Creek, of record in Book 6900, page 103 and amended in Book 7048, page 81, Register's Office for Davidson County, Tennessee.

10. Declaration of Covenants, Conditions, Liens, Easements and Restrictions of record in Book 7022, page 556, as amended and restated in Book 7267, page 329, Register's Office for Davidson County, Tennessee.

SBK
Initials

35262
IDENTIF. ↑ REFERENCE

93 JUN 28 PM 3:30
[illegible] REGISTER
DAVIDSON COUNTY, TN.

2962 06/28 0101 03CHECK
76.50

164773.1

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

RECEIVED OF _____

FOR _____

BOOK 8995 PAGE 988

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	15000.00
			CON TX	55.50
			PRFEE	1.00
			WDEED	20.00
			TOTAL	76.50
			CHECK	76.50
06/28/93	01	15:30 0001		2962

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

35262
IDENTIF. ↑ REFERENCE

93 JUN 28 PM 3:30
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 668165