H1

| Address New Owner: | Map Parcel Numbers: | Send Tax Bills To: |
|---|---|---|
| P. O. Box 305110<br>Attn: William L. Fuson<br>Nashville, TN 37230-5110 | 135-00-0 379.00 | Same as Owner |

This instrument prepared by: Schulman, LeRoy & Bennett, P. O. Box 190676, Nashville, Tennessee 37219-0676

## SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, BARBARA L. EATHERLY and WILLIAM D. OWEN, and their spouses, if any, (collectively, the "Grantor"), has bargained and sold, and by these presents transfers and conveys to THIRD NATIONAL BANK IN NASHVILLE, a national banking association, and RANSOM PLACE HOMES, INC., a Tennessee corporation, as tenants in common, each holding an undivided one-half interest, (collectively, the "Grantee"), Grantee's successors and assigns, certain land in Davidson County, State of Tennessee, being more particularly described in Schedule A, which is attached hereto and incorporated herein by reference (the "Property").

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to the encumbrances set forth in Schedule B, which is attached hereto and incorporated herein by reference.

This is unimproved property, known as Field Book No. 02DX00379, located on Una-Antioch Pike, Nashville, Tennessee.

TO HAVE AND TO HOLD the Property, with all appurtenances, estate, title and interest thereto belonging to the Grantee, Grantee's successors and assigns, forever.

Grantor covenants with the Grantee that the Grantor has not caused any encumbrances to be placed on the Property. Grantor makes no other covenant or warranty of title. Specifically, Grantor makes no warranty with respect to any encumbrances, liens, easements or restrictions that might have been placed on the Property prior to the time the Property was acquired by Grantor or which have been placed on the Property since the acquisition of the Property through no action of Grantor. The Grantor acquired the Property at a tax sale and specifically makes no warranty or representation regarding the validity of the tax sale or the right of any person, firm or corporation to redeem said Property. No other covenants or warranties, express or implied, are given by this Special Warranty Deed.

STATE OF TENNESSEE
COUNTY OF Davidson

The actual consideration or value, whichever is greater, for this transfer is $14,100.00.

Affiant

Subscribed and sworn to before me this 16th day of December, 1993.

Notary Public

Commission Expires: May 28, 1995

99370
IDENTIFICATION REFERENCE
93 DEC 21 PM 4:07
FELIX A. ... REGISTER
DAVIDSON COUNTY, TN.

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed this 9th day of November, 1993.

Barbara L. Eatherly
BARBARA L. EATHERLY

N/A
(spouse)

William B. Owen
WILLIAM B. OWEN

Jean-Marie Owen
(spouse)

STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, BARBARA L. EATHERLY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes herein contained.

Witness my hand at office, this 5th day of November, 1993.

Anne H Smith
NOTARY PUBLIC

My Commission Expires: 1-25-97

STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, Jean-Marie Owen, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes herein contained.

Witness my hand at office, this 9th day of November, 1993.

Bonnie L. Haldeman
NOTARY PUBLIC

My Commission Expires: My Commission Expires SEPT. 27, 1997

STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, WILLIAM B. OWEN, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes herein contained.

Witness my hand at office, this 9th day of November, 1993.

Bonnie L. Haldeman
NOTARY PUBLIC

My Commission Expires: My Commission Expires SEPT. 27, 1997

STATE OF TENNESSEE
COUNTY OF _____

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes herein contained.

Witness my hand at office, this ___ day of _____, 1993.

_____
NOTARY PUBLIC

My Commission Expires:_____

\wp51\docsklw\eath.swd

SCHEDULE A



DESCRIPTION

A detention basin in the Second Civil District of Metropolitan Nashville and Davidson County, Tennessee on the Old Glory Corporation property of record in Deed Book 6455, Page 862, R.O.D.C., Tennessee and being more fully described as follows:

Commencing at an existing iron rod in the westerly right-of-way line of Una-Antioch Pike, said iron rod being the common corner of said Old Glory Corporation property and Lot 1, Pinnacle Point Commercial Tract of record in Plat Book 6250, Page 733, R.O.D.C., Tennessee; thence,

a. With said common line, N 79° 52' 16" W, 10.00 feet to a point that begins the future westerly line of Una-Antioch Pike; thence,

b. With said future westerly line, S 10° 07' 44" W, 102.97 feet to the point of beginning; thence,

1. Continuing with the future westerly line of Una-Antioch Pike, S 10° 07' 44" W, 35.00 feet; thence,

2. With a 1233.50-foot radius curve to the right, 163.00 feet, said curve having a chord bearing and distance of S 13° 54' 52" W, 162.88 feet; thence,

3. Leaving said future westerly line, N 79° 52' 16" W, 110.00 feet; thence,

4. N 8° 49' 08" W, 204.42 feet; thence,

5. N 84° 19' 37" E, 52.10 feet; thence,

6. S 79° 52' 16" E, 105.00 feet to the terminus point of a 20-foot drainage easement, continuing 20.00 feet for a total of 125.00 feet; thence,

7. S 40° 03' 55" E, 15.62 feet to the point of beginning and containing 0.72 acres (31,421 square feet), more or less.

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

SCHEDULE B

1. Storm Water Detention Agreement dated June 26, 1985 between The Old Glory Corporation and The Metropolitan Government of Nashville and Davidson County, of record in Book 6594, page 983, Register's Office for Davidson County, Tennessee.

2. Storm Water Detention Joint Maintenance Agreement dated May 2, 1986 by and between Pinnacle Point Partners, Ltd., Concept Properties & Development, Ltd., Nashville I and The Old Glory Corporation, of record in Book 6865, page 79, Register's Office for Davidson County, Tennessee.

6913 12/21 0101 03CHECK 73.17

**OFFICIAL RECEIPT**

**FELIX Z. WILSON, II**

**REGISTER OF DAVIDSON COUNTY**
**NASHVILLE, TENNESSEE**

**RECEIVED OF** _____

**FOR** _____

BOOK 9195 PAGE 124

| | | |
|---|---|---|
| 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 14100.00
CON TX 52.17
PRFEE 1.00
WDEED 20.00
TOTAL 73.17
CHECK 73.17
12/21/93 01 16:08 0001 6913

**RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK**

99379
IDENTIF. & REFERENCE

93 DEC 21 PM 4:07
FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN.

**No.** 736878