Realty

BOOK 9273 PAGE 258

AFTER RECORDING RETURN TO:
Metropolitan Escrow, Inc.
217 Pineway Drive
Nashville, TN 37217

Prepared by: T. Richard Kane, Esq.
Poyner & Spruill
100 N. Tryon Street
Suite 4000
Charlotte, NC 28202

Address of New Owner: Leslie J. Austin & Lynda S. Austin
d/b/a Keystone Construction
1226 Lakeview Dr., Suite E
Franklin, Tennessee 37064

Send Tax Bills To: (same)

Map-Parcel No.
Map 160-11-B; Lot 14

THE STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON §

The actual consideration or value, whichever is greater, for this transfer is $18,000.00.

Affiant (Grantee)

Subscribed and sworn to before me, this the 1st day of March, 1994.

[Official Seal]

Notary Public

My Commission Expires: 5-24-97

NOTARY PUBLIC PATRICIA A. LARGE STATE OF TENNESSEE

25738

IDENTIF. A REFERENCE

SPECIAL WARRANTY DEED

9570 03/09 0101 03CHECK 83.60

NATIONSBANK OF TENNESSEE, N.A., a national banking association, formerly known as NationsBank of Tennessee, a state banking association, formerly known as 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 **KEYSTONE CONSTRUCTION ("Grantees") 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.

**Leslie J. Austin and wife, Lynda S. Austin, d/b/a Keystone Construction

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Cha\00080729\02-09-94

Initials

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 Grantees and Grantees' heirs, successors and assigns forever; and Grantor does hereby bind itself and its successors to warrant and forever defend the Property unto Grantees and Grantees' 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, GRANTEES ACKNOWLEDGE 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 GRANTEES 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, GRANTEES FURTHER ACKNOWLEDGE 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, Grantees agree to and accept all of the foregoing matters.

Ad valorem taxes for the present year having been prorated, Grantees hereby assume 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 25th day of February 1994.

ATTEST:

AMRESCO-INSTITUTIONAL, INC.

Asst. 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: Vice President

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Initials

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 Vice President of AMRESCO-Institutional, Inc., a Delaware corporation, being authorized so to do as the attorney-in-fact for NationsBank of Tennessee, N.A., 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 Vice President.

Witness my hand and seal, at Charlotte, North Carolina this the 25th day of February, 1994.

NOTARY PUBLIC

[Official Seal]

Notary Public, State of North Carolina

My Commission Expires: 6/5/95

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Initials

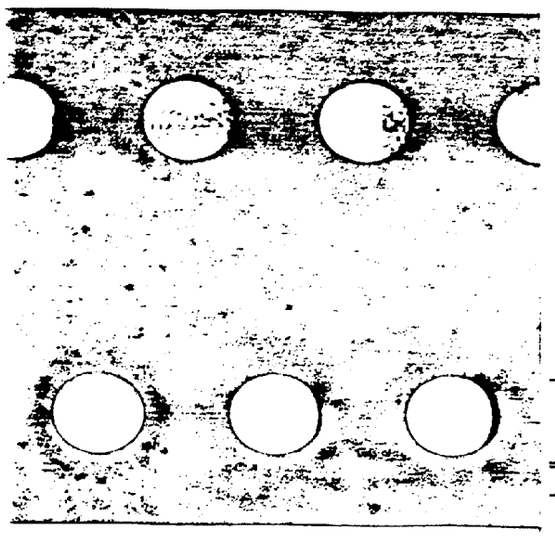
EXHIBIT A

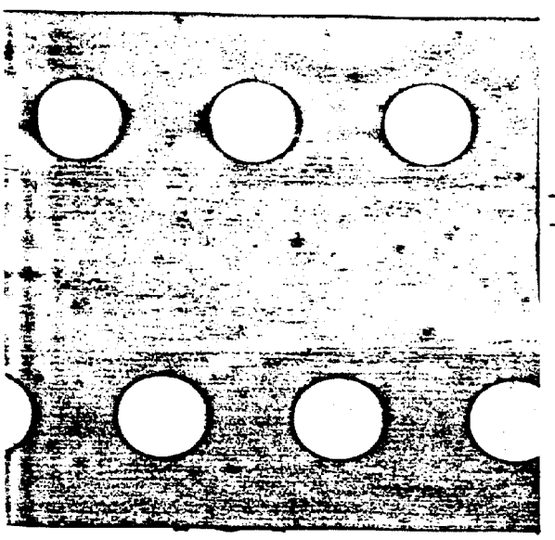
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LAND

Lot No. 14, 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 for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description of said lots.

Being part of the property conveyed to NationsBank of Tennessee by Substitute Trustee's Deed of record in Book 8741, Page 175, said Register's Office.





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

RECEIVED OF _____

FOR _____

BOOK 9273 PAGE 262

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 18000.00
CON TX 66.60
PRFEE 1.00
TDEED 16.00
ERR CO
TDEED 16.00-
WDEED 16.00
TOTAL 83.60
CHECK BANK 83.60
03/09/94 01 11:14 0001 9570

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

25738
IDENTIF. & REFERENCE

94 MAR -9 AM 11:14
REGISTER
DAVIDSON CO., TENN.

No. 764969