ADDRESS NEW OWNER:
John A. Crow
2723 River Bend Drive
Nashville, TN 37214

SEND TAX BILLS TO:
Same

MAP-PARCEL
62-2A-21

Bay 28

BOOK 9276 PAGE 456

**SPECIAL WARRANTY DEED**

THE STATE OF TENNESSEE §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF DAVIDSON §

**THAT**, VISTA PARTNERS, a Nevada general partnership ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00) cash in hand paid by JOHN A. CROW and wife, SANDRA A. CROW (collectively, "Grantee"), whose address is 2723 Riverbend Drive, Nashville, Tennessee 37214, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, has GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents does GRANT, BARGAIN, SELL, and CONVEY unto Grantee, the real property more particularly described on Exhibit "A" attached hereto, together with all improvements located thereon (the "Property").

This conveyance is being made by Grantor and accepted by Grantee subject only to those certain title exceptions set forth in Exhibit "B" attached hereto and made a part hereof for all purposes, but only to the extent that such exceptions are valid, existing, and, in fact, affect the Property.

Ad valorem taxes for the year of this deed have been prorated; accordingly, Grantee assumes responsibility to pay all ad valorem taxes on the Property for such year.

**TO HAVE AND TO HOLD** the Property, together with, all and singular, the rights and appurtenances thereto in anywise belonging, to Grantee and Grantee's heirs, executors, administrators, legal representatives, successors, and assigns forever; and subject to the exceptions set forth on the attached Exhibit "B", Grantor does hereby bind Grantor and Grantor's heirs, executors, administrators, legal representatives, successors, and assigns to warrant and forever defend, all and singular, the Property unto the Grantee and Grantee's heirs, executors, administrators, legal representatives, 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.

Grantee acknowledges that, except for the special warranty of title contained in this Deed, neither Grantor nor its representatives have made any representations or warranties as to the Property or its environmental or physical condition, upon which Grantee has relied. Grantee further

acknowledges and agrees that **GRANTOR HAS NOT MADE, DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY WARRANTIES, REPRESENTATIONS, COVENANTS OR GUARANTEES, EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, AS TO THE MERCHANTABILITY, HABITABILITY, QUANTITY, QUALITY, OR ENVIRONMENTAL CONDITION OF THE PROPERTY OR ITS SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE.** Grantee affirms that it (i) has investigated and inspected the Property and is familiar and satisfied with the physical condition of the Property and (ii) has made its own determination as to (a) the merchantability, quantity, quality and condition of the Property, including without limitation, the possible presence of toxic or hazardous substances or waste or other environmental contamination, and (b) the Property's suitability or fitness for any particular purpose or use. Grantee hereby accepts the Property in its present condition on an "as is", "where is" and "with all faults", including environmental, basis, and acknowledges that (i) without this acceptance, this sale would not be made and (ii) that Grantor shall be under no obligation whatsoever to undertake any repair, alteration, remediation or other work of any kind with respect to any portion of the Property. Grantee and its successors and assigns have, and shall be deemed to have, assumed all risk and liability with respect to the presence of toxic or hazardous substances or waste or other environmental contamination on or within or under the surface of the Property, whether known or unknown, apparent, non-apparent or latent, and whether existing prior to, at, or subsequent to, transfer of the Property. Grantor is hereby released by Grantee and its successors and assigns of and from any and all responsibility, liability, obligations and claims, known or unknown, including without limitation any obligation to take the Property back or reduce the price, or actions for contribution or indemnity, that Grantee or its successors and assigns may have against Grantor or that may arise in the future, based in whole or in part upon the presence of toxic or hazardous substances or waste or other environmental contamination on or within or under the surface of the Property, including without limitation, all responsibility, liability, obligations and claims that may arise under the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §9601 et seq. Grantee further acknowledges that the provisions of this paragraph have been fully explained to Grantee and that Grantee fully understands and accepts the same.

**IN WITNESS WHEREOF,** Grantor and Grantee have executed this instrument to be effective the 2 day of March, 1994.

WITNESS:

GRANTOR:

**VISTA PARTNERS,** a Nevada general partnership

By: VISTA MORTGAGE & REALTY, INC., a Delaware corporation, general partner

By: _____
F. Charles Emery II,
Executive Vice President

WITNESS:

GRANTEE:

_____
**JOHN A. CROW**

_____
**SANDRA A. CROW**

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for the state and county aforesaid, personally appeared F. CHARLES EMERY II, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Executive Vice President of VISTA MORTGAGE & REALTY, INC., a Delaware corporation, the general partner of VISTA PARTNERS, a Nevada general partnership, the within named bargainor, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation as general partner by himself as Executive Vice President.

WITNESS MY HAND AND SEAL on March 2, 1994.

JENNIFER HICKS
MY COMMISSION EXPIRES
January 28, 1997

Jennifer Hicks
Notary Public, State of Texas

My Commission Expires:

1/28/97

Jennifer Hicks
Printed/Typed Name

THE STATE OF Tennessee §
§
COUNTY OF Davidson §

BEFORE ME, the undersigned, a Notary Public in and for the state and county aforesaid, personally JOHN A. CROW and wife, SANDRA A. CROW, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself and herself to be the foregoing named individuals, and that he and she executed the foregoing instrument for the purpose therein contained, by signing his and her names as such individuals.

WITNESS MY HAND AND SEAL on March 11, 1994.

JO ANN SMITH NOTARY PUBLIC STATE OF TENNESSEE

Jo Ann Smith
Notary Public, State of Tennessee

My Commission Expires:

1/22/95

Jo Ann Smith
Printed/Typed Name

**AFFIDAVIT OF CONSIDERATION**

I hereby swear or affirm that the actual consideration or true value of this transfer, whichever is greater, is $15,000.00

John A. Cox
AFFIANT

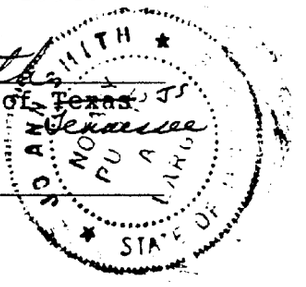
SUBSCRIBED AND SWORN TO BEFORE ME on March 11, 1994.

Jo Ann Smith
Notary Public, State of ~~Texas~~ Tennessee

My Commission Expires:

1/22/95

Jo Ann Smith
Printed/Typed Name




THIS INSTRUMENT PREPARED BY
Sherry L. Evans
Hughes & Luce, L. L. P.
1717 Main Street
Suite 2800
Dallas, Texas 75201

**EXHIBIT "A"**

Land in Davidson County, Tennessee, being Lot No. 70, as shown on the Plan of Resubdivision of Lots 7A, 7B, 8A, 8B, 9A, 9B, 10A, 10B, 11A, 11B, 12A, 12B, 69A, 69B, 70A, 70B, 72A, 72B, 76B, 77A, 77B, 78A, 78B, 79A, 79B, 80A and 80B, of record in Book 6900, pages 324 and 325, Register's Office for Davidson County, Tennssee, to which reference is hereby made for a more complete description.

Being part of the property conveyed to Vista Partners, a Nevada general partnership, by deed from Braewood Development Corp., a Nevada corporation, of record in Book 9087, page 881, Register's Office for Davidson County, Tennessee.

**EXHIBIT "B"**

1. Restrictive Covenants of record in Book 6851, Page 370, and By-laws appended thereto, as amended in Book 6982, Page 747 in the Register's Office of Davidson County, Tennessee.

2. General or special taxes and assessments required to be paid in the year 1994 and subsequent years.

3. Subject to all matters shown on the Plan of Resubdivision of record in Book 6900, Pages 324 and 325, in the Register's Office of Davidson County, Tennessee.

4. Charter of River Trace Home Owner's Association, Inc. of record in Book 6851, Page 363, in the Register's Office of Davidson County, Tennessee.

5. Transmission Line Easement granted to the United States of America of record in Book 1163, Page 341; flowage easement of record in Book 2022, Page 83, and easements of record in Book 3959, Page 595; Book 6583, Page 698; Book 7030, Page 798 and Book 7296, Page 484, in the Register's Office of Davidson County, Tennessee.

6. Deeds of Conveyance of record in Book 7097, Page 140, and Book 7097, Page 149, Book 7097, Page 135 and Book 7097, Page 144, in the Register's Office of Davidson County, Tennessee.

7. Assignment of Agreement to construct sewerage facilities of record in Book 7097, Page 135, in the Register's Office of Davidson County, Tennessee.

8. Subject to the liens of any unpaid assessments and/or special assessments.

9. Rights of others in and to the common areas.

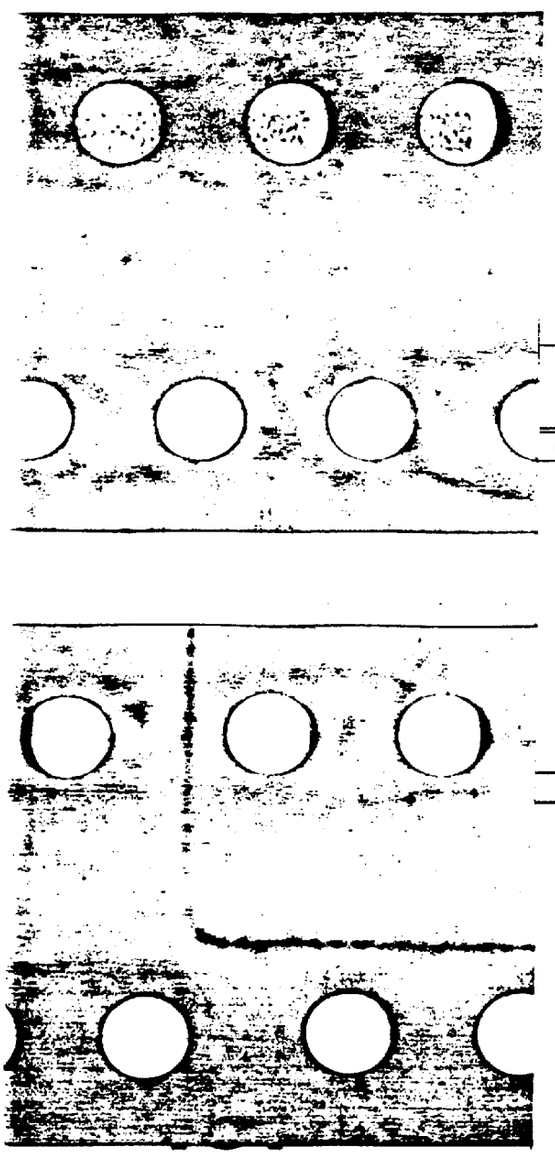
26901
IDENTIFICATION REFERENCE

94 MAR 11 PM 2:30
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

0842 03/11 0101 03CHECK
84.50



70950010:94



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

RECEIVED OF _____

FOR _____

BOOK 9276 PAGE 463

| | | |
|---|---|---|
| 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 28.00 |
| | | | | TOTAL 84.50 |
| | | | | CHECK 84.50 |
| 03/11/94 | 01 | 14:30 | 0001 | 0842 |

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

IDENTIF. & REFERENCE 26901

94 MAR 11 PM 2:30

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

**No.** 766228