BOOK 9293 PAGE 972

FROM: NationsBank of Tennessee, N.A.

TO: Dr. Harvard Stephens and wife, Barbara Stephens

This instrument prepared by:
Boult, Cummings, Conners & Berry
Suite 1600, NationsBank Plaza
414 Union Street
Nashville, Tennessee 37219-1777

Address New Owner:
Dr. Harvard Stephens and wife,
Barbara Stephens
612 Hill Road
Brentwood, Tennessee 37027

Mortgagee:
Trans Financial Bank of Tennessee, FSB
308 N. Jackson St.
Tullahoma, TN 37388

Map-Parcel No.
See Exhibit A

MAIL ENV.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $445,630.00.

Affiant

Subscribed and sworn to before me, this the 28th day of March, 1994.

Notary Public

My Comm. Expires: 2-28-98

IDENTIFICATION REFERENCE 33053

94 MAR 30 AM 8:47

SPECIAL WARRANTY DEED

THE STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON §

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 Dr. Harvard Stephens and wife, Barbara

Stephens ("Grantee") in fee simple, 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.

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 HAZARDOUS MATERIALS OR SUBSTANCES AS DEFINED IN THE PURCHASE AND SALE AGREEMENT PURSUANT TO WHICH THIS DEED IS DELIVERED, OR AS OTHERWISE DEFINED BY LAW, EXCEPT THE 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.

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.

EXECUTED on the date set forth in the acknowledgment attached hereto to be effective as of the 24th day of March, 1994.

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

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

ATTEST: Debra K. Wright
Assistant Secretary

By: Sue S Harshman
Name: Sue S. Harshman
Title: Vice President

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 a 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 24th day of March, 1994.

[Official Seal]

Notary Public, State of North Carolina

My Commission Expires: 2/7/98

139562 BEARTHMAN
111800-066 3/23/94

EXHIBIT "A"

Legal Description

PARCEL 1:
LAND in Davidson County, Tennessee, being Lots Nos. 19-A (148-14-169) and 20-A (148-14-170), on the plan of the Zone Lot Division of Lots Nos. 19 and 20, Haywood Forest, Section 2, as shown on plat of record in Plat Book 6250, page 229, in the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

THIS property is subject to restrictive covenants of record in Book 5480, page 13, and Plat Book 6250, page 229; 20 foot minimum building setback line along front of lot; 10 foot utility easement along rear of lot; 10 foot drainage easement along rear of lot; 8 inch sanitary sewer line thru the front portion of lot; any and all other matters as shown on plat of record in Plat Book 6250, page 229; all of Register's Office of Davidson County, Tennessee.

PARCEL 2:
LAND in Davidson County, Tennessee, being Lot No. 80-B (148-14-314), on the plan of the Zone Lot Division of Lots Nos. 53-78, 79 and 80 on the Plan of Haywood Forest, Section 3, as shown on plat of record in Plat Book 6250, page 240, in the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

THIS property is subject to restrictive covenants of record in Book 6027, page 417, and Plat Book 6250, page 240; 20 foot minimum building setback line along front of lot; 10 foot utility easement along rear of lot and 5 foot along side of lot; 10 foot drainage easement along rear of lot and 5 foot along side of lot; any and all other matter as shown of on plat of record in Plat Book 6250, page 240; all of Register's Office of Davidson County, Tennessee.

PARCEL 3:
LAND in Davidson County, Tennessee, being Lots Nos. 84-A (148-14-238) and 84-B (148-14-308), on the plan of Zone Lot Division of Lots Nos. 84, 85 and 86, Haywood Forest, Section 3, as shown on plat of record in Plat Book 6250, page 226, in the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

THIS property is subject to restrictive covenants of record in Book 6027, page 417, and Plat Book 6250, page 226; 20 foot minimum building setback line along front of lot; 10 foot utility easement along rear of lot and 5 foot along side of lot; 10 foot drainage easement along rear of lot and 5

foot along side of lot; 1.5 foot by 25 foot anchor easement; any and all other matters as shown on plat of record in Plat Book 6250, page 226; all of Register's Office of Davidson County, Tennessee.

PARCEL 4:
LAND in Davidson County, Tennessee, being Lot No. 156-C-B (061-10-234), on the plan of the Zone Lot Division of Lots Nos. 152 through 156-C on the Plan of Maplewood Heights, Second Subdivision Revised, as shown on plat of record in Plat Book 6250, page 633, in the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

PARCELS 1-4 BEING the same property conveyed to NationsBank of Tennessee, N.A., by Successor Trustee's Deed of record in Book 9060, page 933, Register's Office for Davidson County, Tennessee.

PARCELS 4,5 & 7:
THIS property is subject to restrictive covenants of record in Plat Book 6250, page 633; 50 foot minimum building setback line along front of lot; 10 foot utility easement along rear and side of lot; 10 foot drainage easement along rear and side of lot; 2 1/2 foot by 25 foot anchor easement; any and all other matters as shown on plat of record in Plat Book 6250, page 633; all of Register's Office of Davidson County, Tennessee.

PARCEL 5:
LAND in Davidson County, Tennessee, being Lots Nos. 152-A (61-10-218), 152-B (61-10-227), 153-A (61-10-219), 153-B (61-10-228) and 156-A-A (61-10-223), on the plan of the Zone Lot Division of Lots Nos. 152, 153 and 156-C on the Plan of Maplewood Heights, Second Subdivision Revised, as shown on plat of record in Plat Book 6250, page 633, in the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

PARCEL 6:
LAND in Davidson County, Tennessee, being Lots Nos. 30-A (133-2-349), 30-B (133-2-389), 31-A (133-2-388), and 31-B (133-2-390), on the plan of the Zone Lot Division of Lots Nos. 30 and 31 on the Plan of McLester's Addition to Nolen Heights, as shown on plat of record in Plat Book 6250, page 535, in the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

PARCELS 5 & 6 BEING the same property conveyed to NationsBank of Tennessee, N.A., by Successor Trustee's Deed of record in Book 9060, page 938, Register's Office for Davidson County, Tennessee.

THIS property is subject to restrictive covenants of record in Plat Book 6250, page 535; 50 foot minimum building setback line along front of lot; 10 foot utility easement along rear and side of lot; 10 foot drainage easement along rear and side of lot; 2 1/2 foot by 25 foot anchor easement;

any and all other matters as shown on plat of record in Plat Book 6250, page 633; all of Register's Office of Davidson County, Tennessee.

PARCEL 7:
LAND in Davidson County, Tennessee, being Lots Nos. 154-A (61-10-220), 154-B (61-10-229), 155-A (61-10-221), 155-B (61-10-230), 156-A (61-10-222), 156-B (61-10-231), and 156A-B (61-10-232), on the plan of Zone Lot Division of Lots Nos. 152, 153, and 156-C on the Plan of Maplewood Heights, Second Subdivision Revised, as shown on plat of record in Plat Book 6250, page 633, in the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

PARCEL 7 BEING the same property conveyed to NationsBank of Tennessee, N.A., by Successor Trustee's Deed of record in Book 9060, page 943, Register's Office for Davidson County, Tennessee.

EXHIBIT B

PERMITTED EXCEPTIONS
TO DEED

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, 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 but known to the Grantee as of the date hereof and not disclosed in writing by the Grantee to the Grantor prior to the date hereof; 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 unrecorded leases, if any, and rights of parties therein.

6. Taxes and assessments for the year of closing and subsequent years.

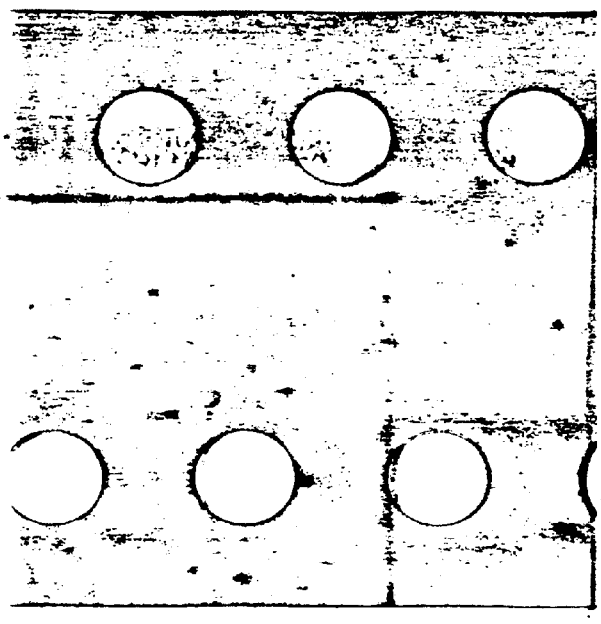
7. All valid and enforceable covenants, liens, encumbrances, defects, easements and other matters as shown on the public record.

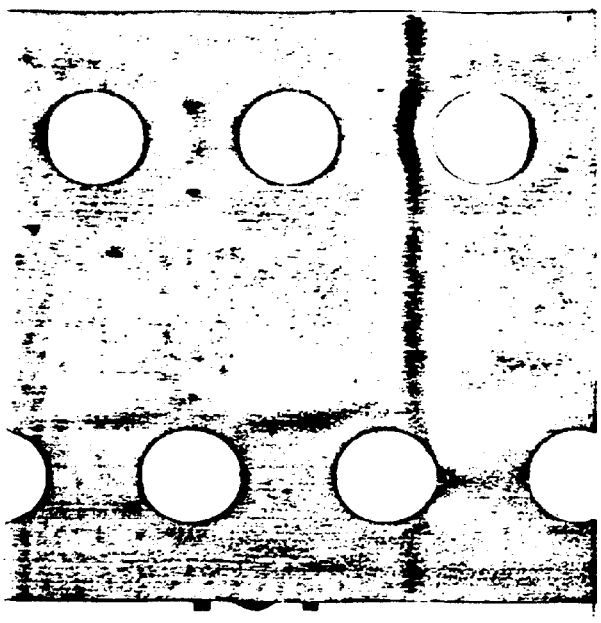
SH
Initials

Initials

7536 03/30 0101 03CHECK 1677.72

139562 BEARTHMAN
111800-066 3/23/94





OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____ BOOK 9293 PAGE 979

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	445630.00
			CON TX	1648.72
			PRFEE	1.00
			WDEED	28.00
			TOTAL	1677.72
			CHECK	1677.72
03/30/94	01	08:50	0001	7536

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

33053
IDENTIF. REFERENCE

94 MAR 30 AM 8:4
REGISTER
DAVIDSON COUNTY, TN

No. 772827