State of Tennessee
County of Davidson
The actual consideration or value whichever is greater, for this transfer is $104,000.00.

Affiant

Sworn and Subscribed before me this 30th day of March, 1994.

Notary Public
My Commission Expires:

PERCY WILLIAMS JR. NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.
EXP. 7/27/96

PREPARED BY (AND RETURN TO):
RELOCATION CLOSING SERVICES, INC.
120 Longwater Drive, Norwell, MA 02061
Ph. (617) 982-5045 - Attn: Patricia A. Paine

New Owner Address:
Jay Grant Bailey
1716 Aaronwood Drive
Old Hickory, TN 37013
Send Tax Bills to:
Mortgage Service America Co.
P. O. Box 7360
Reno, NV 89510-7360

SPECIAL WARRANTY DEED

BOOK 9300 PAGE 617

THIS DEED OF CONVEYANCE made and entered into this 22nd day of March, 1994, by and between RELOCATION PROPERTIES MANAGEMENT, INC. a Delaware corporation, with a mailing address of P.O. Box 391, Ashland, Kentucky 41114, hereinafter called "GRANTOR", and Jay Grant Bailey and *Sherri Lynn Bailey, with a mailing address of 1928 Hickory Club Drive, Antioch, Tennessee, 37013, hereinafter called "GRANTEE",

*spouse,

WITNESSETH:

That for and in consideration of the sum of ONE HUNDRED AND FOUR THOUSAND ($104,000.00) Dollars, cash in hand paid to GRANTOR by GRANTEE, the receipt of which is hereby acknowledged, GRANTOR, hereby grants, bargains, sells and conveys to GRANTEE, its successors and assigns, FOREVER, all that real property situated in the County of Davidson, State of Tennessee, and described as follows:

Land in Davidson County, Tennessee, being Lot No. 41 on the plan of Hampton Park, formerly Chitwood Downs, a planned unit development, of record in Book 6900, page 405, and amended in Book 6900, page 550, et seq., as corrected by Certificate of Correction in Book 7462, page 445, said Register's Office. **further amended in Book 8181, page 112

Being the same premises conveyed to Relocation Properties Management, Inc. a Delaware Corporation, by deed from R. Wesley Sheppard and spouse Marilyn J. Sheppard, of record in Book 9140, Page 231, Register's Office for Davidson County, Tennessee.

9564 04/05 0101 03CHECK 393.80

TO HAVE AND TO HOLD the above described premises together with all easements and appurtenances thereunto belonging unto the GRANTEE, its successors and assigns, forever.

This conveyance is made subject to all legal highways, all exceptions, reservations, easements, rights of way, restrictions and conditions contained in prior instruments of record in the chain of title of the property conveyed hereby, all zoning laws, ordinances, or regulations, and all easements and servitudes which are visible or appurtenant to said land.

GRANTOR does hereby convenant with GRANTEE to warrant and defend title to the property described above against the lawful claims and demands of all persons claiming by, through or under GRANTOR; however, GRANTOR'S liability or obligation pursuant to this warranty for any one claim or demand or all claims and demands in the aggregate, shall in no event exceed the amount of consideration paid by GRANTEE as stated herein.

34955
IDENTIF. ↑ REFERENCE

94 APR -5 AM 9:49
REGISTER
DAVIDSON COUNTY, TN.

MAP 63-16-A
PARCEL 11 CO

Except as expressly provided in the immediately preceding paragraph, GRANTOR MAKES NO REPRESENTATION AS TO THE PROPERTY CONVEYED HEREBY, OR ITS CONDITION, ITS MERCHANTABILITY OR ITS SUITABILITY FOR ANY PARTICULAR USE OR PURPOSE, AND GRANTEE, BY ITS ACCEPTANCE OF THIS DEED, HEREBY ACKNOWLEDGES THAT IT HAS BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY CONVEYED HEREBY, INCLUDING SUBSURFACE CONDITIONS, AND ACCEPTS THESAME "AS-IS". GRANTEE shall not make any claim against GRANTOR for dimunition of the value of the property, remediation of any contamination on the property, loss of use of the property or other latent or patent defect on the property.

Current property taxes and all assessments on the property described above shall be prorated as of the date of closing or as negotiated per Purchase and Sale Agreement.

IN WITNESS WHEREOF, GRANTOR has caused its name to be subscribed hereto by its duly authorized President as of the day and year first above written.

Executed and Acknowledged
Before the Undersigned
Attesting Witnessess:

M. Rae Hogstein

Deborah K. Dickess

RELOCATION PROPERTIES
MANAGEMENT, INC.

Ishmael W. Stevens
President

ATTEST:

Teresa D. Lakland

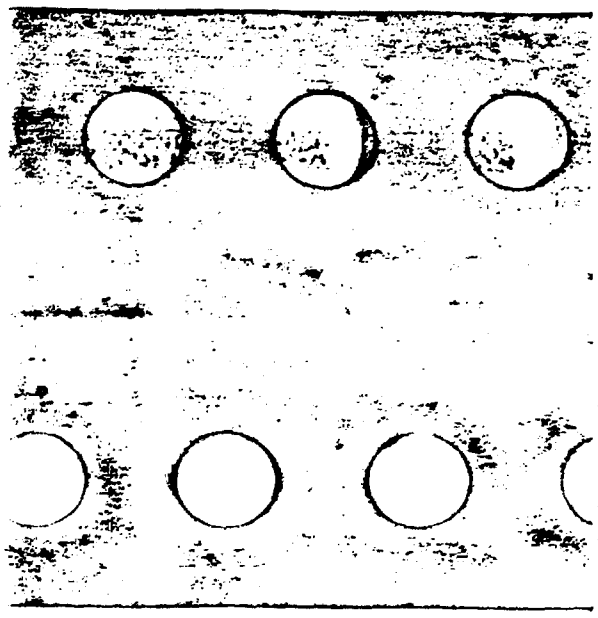
STATE OF KENTUCKY)
) SS
COUNTY OF GREENUP)

The foregoing instrument was acknowledged before me this 22nd day of March, 1994 by Ishmael W. Stevens, President, on behalf of Relocation Properties Management, Inc., a Delaware corporation.

Linda L. McKinney
Notary Public

LINDA L. McKINNEY
My commission expires: July 2, 1994

My Commission Expires: _____



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

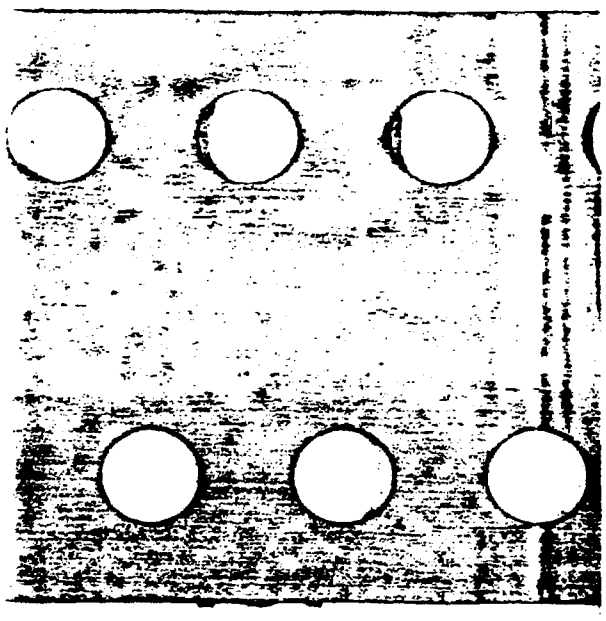
RECEIVED OF _____

FOR _____

BOOK 9300 PAGE 619

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
104000.00
CON TX 384.80
PRFEE 1.00
WDEED 8.00
TOTAL 393.80
CHECK 393.80

04/05/94 01 09:50 0001 9564

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

34955
IDENTIF. ↑ REFERENCE

94 APR -5 AM 9:49

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN.

No. 774818