FILE BOX 45

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

PREPARED OUT OF STATE

BOOK 9413 PAGE 176

Address of New Owner:	Send Tax Bills To:	Map-Parcel No.
Farokh Fani 1135 Bell Road, Ste. 307 Antioch, Tennessee 37013	(same)	Map 160-11-B; Lots 15 and 16

THE STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON §

The actual consideration or value, whichever is greater, for this transfer is $30,000.00.

Affiant (Grantee)

Subscribed and sworn to before me, this the 13th day of July, 1994.

[Official Seal]

Notary Public

My Commission Expires: 5-24-97

SPECIAL WARRANTY DEED

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 FAROKH FANI, an individual resident of Tennessee ("Grantee") in fee simple, his 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.

G:\WP\TNFORM\DEED.SW
Cha\00871961\05-23-94

Initials

FILE BOX 45

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 2nd day of June, 1994.

ATTEST:

Assistant Secretary

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

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

By: _____
Name: Linda E. Landers
Title: Vice President

G:\WP\TNFORM\DEED.SW
Cha\0087196\05-23-94

Initials

EXHIBIT B
PERMITTED EXCEPTIONS

FILE BOX 45

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, subdivision, 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 and subsequent assessments for prior years due to a change in use or ownership.

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

8. All matters which would be disclosed by a personal inspection of the Property or by a current, accurate, physical survey of the Property.

9. Right-of-Way Easement of record in Book 971, Page 378, Register's Office of Davidson County, Tennessee.

10. Sewer Easement of record in Book 4952, Page 178 and Book 4952, Page 185, Register's Office for said County.

11. Restrictive covenants of record in Book 7022, Page 556, Book 7267, Page 329 and Book 9163, Page 85, Register's Office said County.

12. Easements and Setback Lines and other matters as set out per Plat Book 6900, Page 103, as corrected by Surveyor's Certificate of Correction in Book 7048, page 81, Register's Office for said County.

Initials

Initials

BOOK 9413 PAGE 179

FILE BOX 45

STATE OF NORTH CAROLINA §
§
COUNTY OF MECKLENBURG §

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Linda E. Landers, 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 2nd day of June, 1994.

[Official Seal]

Notary Public, State of North Carolina

My Commission Expires: 2/7/98

G:\WP\TNFORM\DEED.SW
Cha\0087196\05-23-94

Initials

BOOK 9413 PAGE 180

FILE BOX 45

EXHIBIT A

LAND

Lots Nos. 15 and 16 on the Plan of Stone Box Creek, of record in Plat 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.

73065

IDENTIFICATION REFERENCE

94 JUL 21 AM 8:47

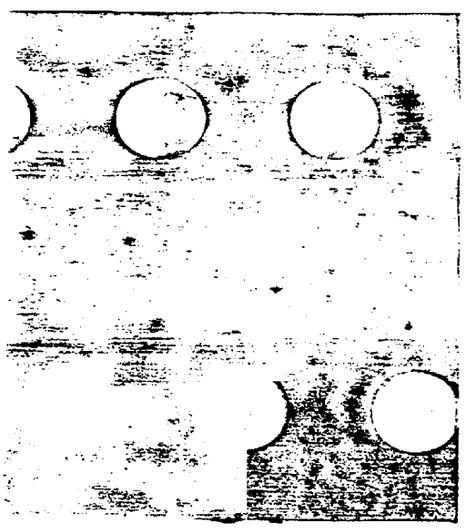
FELIX [illegible] REGISTER
DAVIDSON COUNTY, TN.

9087 07/21 0101 03CHECK 132.00

G:\WP\TNFORM\DEED.SW
Cha\0087196\05-23-94

Initials





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

RECEIVED OF _____

FOR _____

BOOK 9413 PAGE 181

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 30000.00
CON TX 111.00
[illegible] 1.00
WDEED 20.00
TOTAL 132.00
CHECK 132.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

07/21/94 01 08:47 0001 9087

73065
IDENTIF. & REFERENCE

94 JUL 21 AM 8:47

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

No. 815665