Box 28

BOOK 9583 PG 31

SPECIAL WARRANTY DEED

FROM: Third National Bank in Nashville, Grantor

TO: David G. McClellan, an unmarried person, Grantee

This instrument was prepared by:
Julian L. Bibb
Farris, Warfield & Kanaday
Third National Financial Center
424 Church Street, 18th Floor
Nashville, Tennessee 37219

Address New Owner(s) as Follows:
David G. McClellan
102 Cantrell Square
Nashville, TN 37215

Name and Address of the Person or Entity Responsible for the Payment of Real Property Taxes

(new owner)

Map-Parcel Numbers

Field Book Numbers

104-14-7 (part of)

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

1993 01/31 0131 03P-FEE 705.50

The actual consideration or value, whichever is greater, for this transfer is One Hundred Eighty Five Thousand Dollars ($185,000.00).

X _____
Affiant

SUBSCRIBED AND SWORN TO before me, this the 27th day of DECEMBER, 1994.

_____
Notary Public

My Commission Expires: Sept. 16, 1995

FOR AND IN CONSIDERATION OF the sum of One Hundred Eight Five Thousand Dollars ($185,000.00), the receipt and sufficiency of which are hereby acknowledged, Third National Bank in Nashville (the "Grantor") has bargained and sold, and by these presents does transfer and convey unto David G. McClellan, an unmarried person (the "Grantee"), his heirs and assigns a certain tract or parcel of land in Davidson County, State of Tennessee, more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

The Property is unimproved property.

95 JAN 31 PM 3:18

29668

IDENTIF. & REFERENCE

157197.1 12/21/94

GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO GRANTEE WITH RESPECT TO THE PROPERTY (AND ANY IMPROVEMENTS THEREON), INCLUDING WITHOUT LIMITATION, WARRANTIES OR REPRESENTATIONS REGARDING ACREAGE, BOUNDARIES, ZONING, UTILITIES, USE, MERCHANTABILITY, FITNESS, OR PHYSICAL CONDITION OF THE PROPERTY AND/OR ANY IMPROVEMENTS THEREON. BY ITS ACCEPTANCE OF THIS SPECIAL WARRANTY DEED, GRANTEE ACKNOWLEDGES THAT GRANTOR HAS MADE NO SUCH REPRESENTATIONS OR WARRANTIES, THAT GRANTEE HAS MADE OR WILL MAKE SUCH INVESTIGATIONS AND ASSESSMENTS OF THE PROPERTY AS GRANTEE DEEMS OR HAS DEEMED APPROPRIATE TO INFORM ITSELF AS TO THE CONDITION OF THE PROPERTY, AND THAT GRANTEE IS PURCHASING THE PROPERTY AND/OR ANY IMPROVEMENTS THEREON "AS IS, WHERE IS AND WITH ALL FAULTS, IF ANY." GRANTEE HEREBY RELEASES, AND AGREES TO INDEMNIFY AGAINST AND HOLD GRANTOR, ITS AGENTS, SUCCESSORS AND ASSIGNS HARMLESS FROM, ANY AND ALL DAMAGES, LIABILITIES, CLAIMS AND CAUSES OF ACTION WHICH GRANTEE MAY HAVE AS A RESULT OF OR IN CONNECTION WITH ANY ASPECT OR CONDITION OF THE PROPERTY AND/OR ANY IMPROVEMENTS THEREON.

This conveyance is expressly made subject to those matters more specifically set forth on Exhibit B attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the Property with the appurtenances, estate, title and interest thereto belonging to the Grantee, his heirs and assigns forever.

And Grantor does covenant with the Grantee that Grantor is lawfully seized and possessed of the Property in fee simple and Grantor has a good right to convey the Property.

And Grantor does further covenant and bind Grantor, his heirs and assigns to warrant and forever defend the title to the Property to the Grantee, his heirs and assigns against the lawful claims of all persons whomsoever claiming by, through or under Grantor, but not further or otherwise, except as to those matters set forth on Exhibit B, to which this conveyance is expressly made subject.

Witness our hands this 23 day of January, 1995.

Third National Bank in Nashville

By: E Anthony Heard

Title: Group Vice President

By: Thomas R Snyder

Title: First Vice President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Debbie Christensen, a Notary Public of said County and State, personally appeared E. Anthony Heard, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him self to be Group Vice President (or other officer authorized to execute the instrument) of Third National Bank in Nashville, the within named bargainor, a national banking association, and that E. Anthony Heard as such Group Vice President executed the foregoing instrument for the purposes therein contained, by signing the name of the national banking association by him self as Group Vice President.

Witness my hand and seal, at Office in Nashville, this 23 day of January, 1995.

Debbie Christensen
Notary Public

NOTARY PUBLIC AT LARGE

My Commission Expires: [illegible]

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Debbie Christensen, a Notary Public of said County and State, personally appeared Thomas R Snyder, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him self to be First Vice President (or other officer authorized to execute the instrument) of Third National Bank in Nashville, the within named bargainor, a national banking association, and that Thomas R Snyder as such First Vice President executed the foregoing instrument for the purposes therein contained, by signing the name of the national banking association by him self as First Vice President.

Witness my hand and seal, at Office in Nashville, this 23 day of January, 1995.

Debbie Christensen
Notary Public

NOTARY PUBLIC AT LARGE

My Commission Expires: My Commission Expires MAR. 21, 1995

EXHIBIT A TO SPECIAL WARRANTY DEED

Lot 14 on the Final Plat of Whitworth, Phase 3, Section 3, of record in Book 7900, page 870, amended in Book 9582 page 842, in the Office of the Register of Deeds for Davidson County, Tennessee to which reference is made for a more particular description.

Being part of the same property conveyed to Third National Bank in Nashville by deed from RCC Associates, L.P. of record in Book 8236, page 176, Register's Office for Davidson County, Tennessee.

EXHIBIT B to SPECIAL WARRANTY DEED

1. Metro taxes for 1995 which have been prorated and assumed by the Grantee.

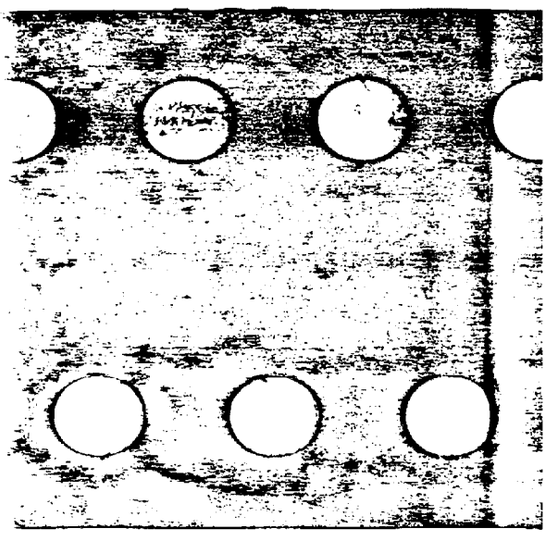
2. Boundary Plat for Whitworth, of record in Book 6900, page 838-841, said Register's Office.

3. Matters shown on the Plan of record in Book 7900, page 870-872, amended in Book 9580, page 842, Register's Office for said County.

4. Declaration of Covenants, Conditions, Liens, Easements, and Restrictions, including but not limited to, easements, assessments, special assessments, charges and liens, contained in an instrument of record in Book 9567, page 301, said Register's Office.

5. Declaration of Covenants, Conditions, and Restrictions for SWMA including, but not limited to easements, assessments, special assessments, charges and liens contained in an instrument of record in Book 9567, page 185, said Register's Office.

6. Rights of others in and to the common elements.



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

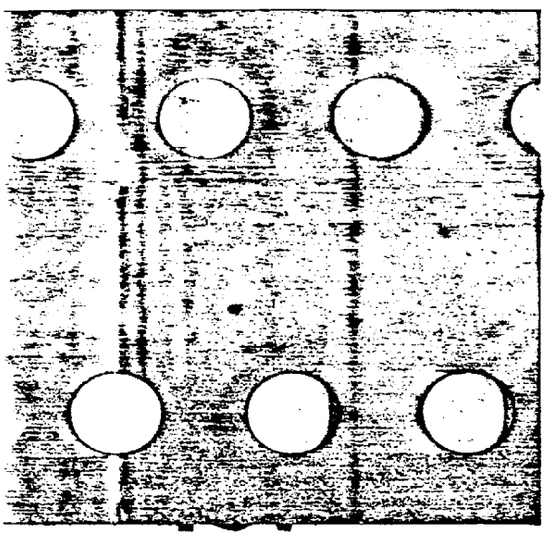
RECEIVED OF _____

FOR _____

BOOK 9583 PG 36

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 185000.00
CON TX 684.50
PRFEE 1.00
WDEED 20.00
TOTAL 705.50
CHECK 705.50

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

29668
IDENTIF. & REFERENCE

95 JAN 31 PM 3:18

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

No. 876638