This Instrument Prepared by:
Jennifer G. Eldredge, Staff Attorney
FDIC - Southwest Service Center
Dallas, TX

00272941 Box 35

(2)

BOOK 9678 PG 92

James 4260035 74441

SEND TAX BILLS TO: New Owner
James C. Brown
114 Space Park North
Goodlettsville, TN 37072

Map 26-10A, Parcesl 2 & 3 CO

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That Federal Deposit Insurance Corporation as Receiver for City National Bank, Houston, Texas ("Grantor") in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, release and quitclaim unto James C. Brown ("Grantee"), his heirs, executors, and assigns, Grantor's interest in and to the following described real estate, situated in the County of Davidson, State of Tennessee, to wit:

A certain tract of parcel of land in the 2nd Civil District, Goodlettsville, Davidson County, Tennessee, and being more particularly described as follows:

Being Lots Nos. 2 and 3 on the Plan of First Resubdivision, Northchase Professional Park, Lot No. 4, Northchase at Rivergate, of record in Book 6900, page 956, Register's Office for Davidson County, Tennessee, to which reference is made for a more complete description.

Being the same property conveyed to Federal Deposit Insurance Corporation, by Successor Trustee's Deed from Henry Haile, Substitute, of record in Book 8381, page 953, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD said real estate together with the tenements, hereditament and appurtenances belonging thereto ("Premises") to Grantee, Grantee's heirs, executors, and assigns, subject to (a) covenants, conditions, restrictions or other matters of record; (b) private, public and utility easements; (c) roads and highways; (d) party wall rights and agreements; (e) existing leases and tenancies; (f) special taxes or assessments for improvements not yet completed; (g) installments not due at the date hereof of any special tax or assessment for improvements heretofore completed; (h) general taxes not currently due and owing, including any taxes which may accrue by reason of new or additional improvements; (i) unrecorded mechanic's lien claims; (j) rights of claims of parties in possession; (k) any matters which would be disclosed by a current and accurate survey and inspection of the Premises; and (l) those matters set forth on Exhibit "A" attached hereto and incorporated herein for all purposes.

Grantor does hereby bind itself, its legal representatives, successors and assigns to warrant and forever defend the Premises unto Grantee, Grantee's heirs 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. Notwithstanding the foregoing, Grantor makes no warranties of any kind, whether statutory, express or implied, with respect to the physical condition of the Premises, and Grantee, by accepting delivery of this deed, acknowledges that Grantee has inspected the Premises and accepts same in its present condition "AS IS" and "WITH ALL FAULTS".

THIS DEED IS EXEMPT FROM TRANSFER TAXES PURSUANT TO 12 U.S.C. Section 1825.

IN WITNESS WHEREOF, Grantor has caused its name to be signed to these presents by its duly authorized representative, this 16th day of MAY, 1995.

GRANTOR:

Federal Deposit Insurance Corporation as Receiver for City National Bank, Houston, Texas

By: _____

Title: VICTOR M. ROBERT
ATTORNEY-IN-FACT

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on MAY 16th, 1995, by VICTOR M. ROBERT, Attorney in Fact of the Federal Deposit Insurance Corporation as Receiver for City National Bank, Houston, Texas, on behalf of said entity.

_____
Notary Public, State of Texas

DEE LENOX
Notary Public, State of Texas
My Commission Expires 03-29-1997

EXHIBIT "A"

1. Rights or claims of parties in possession not shown by the public records;

2. Encroachments, overlaps, boundary line disputes, and any matters which would be disclosed by an accurate survey and inspection of the premises;

3. Easements, or claims of easements, not shown by the public records;

4. Taxes or special assessments which are not shown as existing liens by the public records.

5. Taxes for 1995.

6. Communications Systems Right-of-Way and Easement Agreement conveyed to American Telephone and Telegraph Company, dated March 11, 1986, of record in Book 6806, page 843, Register's Office for Davidson County, Tennessee.

7. Lack of access to and from Interstate Highway 65.

8. Subject to all matters shown on the Plan of record in Book 6200, page 956, in said Register's Office.

9. Terms, conditions, easements, rights and liens, as set forth in the Declaration of Covenants, Conditions and Restrictions, of record in Book 7918, page 715, Register's Office for Davidson County, Tennessee.

10. Declaration of Easements, Restrictive Covenants and Owner's Association of Smiley & Atchison Investments, Inc., of record in Book 7278, page 672, said Register's Office.

MEMORANDUM OF RECEIVERSHIP

This Memorandum of Receivership (this "Memorandum") is executed by the Federal Deposit Insurance Corporation as Receiver for City National Bank, Houston, Texas (the "FDIC"), for the purpose of providing notice to the public of the declaration of insolvency and appointment of the Federal Deposit Insurance Corporation (the "FDIC") as receiver by the United States of America Office of the Comptroller of the Currency, Washington, D.C.

1. The FDIC appointed as Receiver. The FDIC was appointed Receiver for City National Bank, Houston, Texas ("City National Bank"), by the United States of America Office of the Comptroller of the Currency, Washington, D.C. (the "Comptroller of the Currency") by that certain Declaration of Insolvency and Appointment of Receiver dated August 16, 1990. A copy of that resolution is attached hereto as Exhibit "A".

2. Effect of Recording or Filing. Any original or certified copy of this Memorandum which is recorded or filed in the Real Property Records or other appropriate public records of any state, county, parish or other jurisdiction inside or outside the State of Tennessee shall be effective as notice to all persons of the appointment of the FDIC as receiver of City National Bank.

EXECUTED this 16th day of MAY, 1995.

FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER FOR CITY NATIONAL BANK, HOUSTON, TEXAS

By: _____

Name: VICTOR M. ROBERT
ATTORNEY-IN-FACT

Title: _____

STATE OF TEXAS §
§
COUNTY OF DALLAS §

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BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared VICTOR M. ROBERT ATTORNEY-IN-FACT of the FEDERAL DEPOSIT INSURANCE CORPORATION, as Receiver of City National Bank, Houston, Texas, the person that executed the foregoing instrument, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16th day of MAY, 1995.

Dee Lenox

Notary Public in and for
the State of Texas

My Commission Expires:

(Notary's Name: Typed or Printed)

DEE LENOX
Notary Public, State of Texas
My Commission Expires 03-29-1997

UNITED STATES OF AMERICA
OFFICE OF THE COMPTROLLER OF THE CURRENCY
WASHINGTON, D.C.

Declaration of Insolvency and Appointment of Receiver

City National Bank
Houston, Texas
(Charter Number 20931)

WHEREAS, from information available to the Office of the Comptroller of the Currency, I have determined that the above captioned bank (Bank) is insolvent and unable to meet the demands of its depositors and unable to pay its debts; and

WHEREAS, after due examination of the affairs of the Bank, I have determined that the Federal Deposit Insurance Corporation should be appointed Receiver of the Bank;

NOW THEREFORE, pursuant to the provisions of 12 U.S.C. §§ 191 and 1821(c) and the power, duty, and authority vested in me by law, I do hereby appoint the Federal Deposit Insurance Corporation as Receiver of the Bank, with all powers, duties, and responsibilities given to or imposed upon a Receiver under the provisions of the laws of the United States which authorize and direct the appointment of such Receiver.

Susan F. Krause
Susan F. Krause
Senior Deputy Comptroller
for Bank Supervision Policy

Dated: August 16, 1990

STATE OF TENNESSEE

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COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for the transfer is $126,000.00.

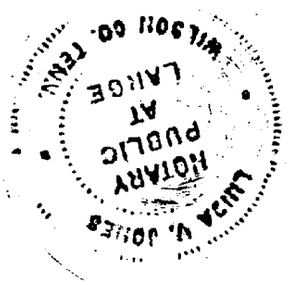
Michelle M. Cooper

Subscribed and sworn to before me, this 18th day of May, 1995.

Linda V. Jones
Notary Public

My commission expires:

11-10-97

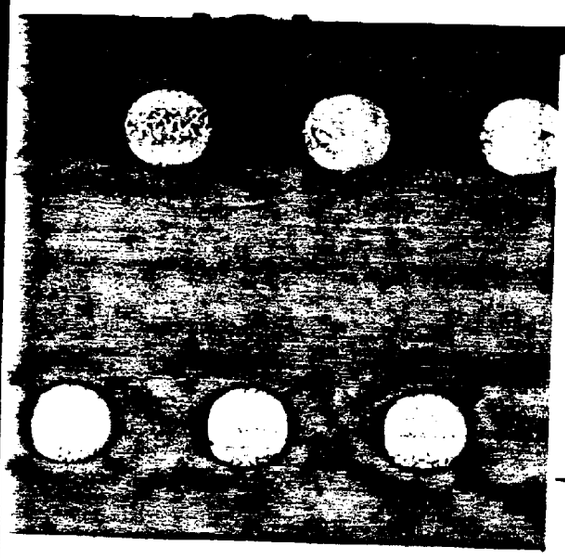


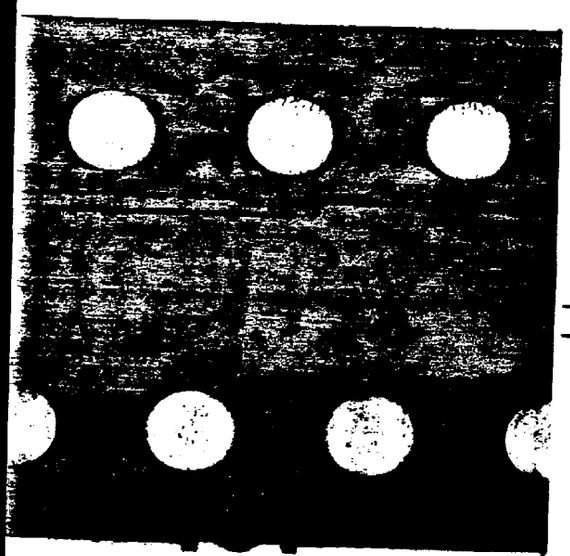
3420 05/22 0101 03CHECK 495.20

0062909
IDENTIF. ↑ REFERENCE

95 MAY 22 PM 2:55

FELIX A. [illegible] II REGISTER
DAVIDSON COUNTY, TN.





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

RECEIVED OF _____

FOR _____

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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 126000.00
CON TX 466.20
PRFEE 1.00
WDEED 28.00
TOTAL 495.20
CHECK 495.20

05/22/95 01 14:55 0001 3420

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0062909
IDENTIF. ↑ REFERENCE

95 MAY 22 PM 2:55

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 912766