THIS INSTRUMENT PREPARED BY:
BASS, BERRY & SIMS (DMS)
2700 First American Center
Nashville, Tennessee 37238

BOOK 9692 PG 187

GENERAL WARRANTY DEED
IN LIEU OF FORECLOSURE

Address New Owner(s)	Send Tax Bills To:	Map-Parcel Number(s):
NationsBank of Tennessee, N.A., as Trustee c/o NationsBank Trust One NationsBank Plaza Nashville, TN 37239-1697 Attn: Philip B. Nannie	SAME	130-01-109 07DZ-30675

WHEREAS, NATIONSBANK OF TENNESSEE, N.A., AS TRUSTEE OF THE TRUST UNDER THE LAST WILL AND TESTAMENT OF LEON M. MARLOWE-ROGER MARLOWE and NATIONSBANK OF TENNESSEE, N.A., AS TRUSTEE OF THE TRUST UNDER THE LAST WILL AND TESTAMENT OF LEON M. MARLOWE-ALBERT MARLOWE (collectively, the "Grantees") are the lawful owners and holders of the indebtedness (the "Secured Indebtedness") secured by that certain Deed of Trust dated December 28, 1988 (the "Deed of Trust") conveying the Property (as hereinafter defined) from Roger H. Marlowe ("Grantor") to James C. Gooch, Trustee, of record in Book 7744, page 389, Register's Office for Davidson County, Tennessee; and

WHEREAS, a default has occurred under the Deed of Trust, and Grantees presently have the right to cause the Trustee thereunder to sell the Property pursuant to the power of sale provided in the Deed of Trust; and

WHEREAS, Grantor has agreed to convey the Property to Grantees in exchange for the forgiveness of a portion of the Secured Indebtedness, all as more particularly set forth in that certain Partial Release Agreement of even date herewith, by and between Grantor and Grantees;

NOW, THEREFORE, in consideration of the Grantees' forgiveness of such portion of the Secured Indebtedness, the sufficiency of which consideration is hereby acknowledged by Grantor, Grantor has bargained and sold, and by these presents does hereby bargain, sell, transfer and convey unto Grantees, as tenants in common, and their respective successors and assigns, all of Grantor's right, title and interest in and to a certain tract or parcel of land located in Davidson County, Tennessee,

described on Exhibit A attached hereto and incorporated herein by reference, together with all improvements thereon (collectively, the "Property").

The Property is conveyed subject only to 1995 ad valorem real estate taxes, a lien not yet due and payable.

TO HAVE AND TO HOLD the Property, together with the appurtenances, hereditaments, estate, title and interest thereto belonging, to Grantees and their respective successors and assigns forever.

Grantor covenants that, subject to the matters set forth above, Grantor is lawfully seized and possessed of the Property in fee simple, has good right to convey it, and that it is unencumbered. Grantor further covenants and binds himself and his heirs and representatives to warrant and defend forever the title to said property to Grantees and their respective successors and assigns against the lawful claims of all persons whomsoever, except claims arising out of the matters set forth above.

This deed is executed, delivered and accepted as a deed in lieu of foreclosure of (or exercise of the power of sale under), and not as additional security for the indebtedness secured by, the Deed of Trust. It is the intention of Grantor to transfer to Grantees absolute fee simple title to the herein described property, free of any right and/or equity or redemption of Grantor. Furthermore, it is the intention of Grantor and Grantees that the lien and security title of the Deed of Trust will not merge into the fee simple title conveyed to Grantees pursuant to this Deed. No such merger will occur unless and until Grantees execute a written instrument specifically effecting such merger and record the same in the aforesaid Register's Office.

Shannon Marlowe, spouse of Grantor, joins in the execution of this instrument for the purpose of conveying to Grantees, and hereby does quitclaim and convey to Grantees any and all interest that she may have in and to the Property.

IN WITNESS WHEREOF, on this 15th day of March, 1995, Grantor executed this Agreement for the purposes contained herein.

Roger H. Marlowe

Roger H. Marlowe

Shannon Marlowe

Shannon Marlowe

EXHIBIT A

Land in Davidson County, Tennessee, being Lot No. 8 of Block "J" on the Second Revised Plan of Highlands of Belle Meade No. 2 as of record in Book 1130, page 71 and 72, Register's Office for said County.

Said Lot No. 8 fronts 122 feet on the westerly side of Page Road and runs back between parallel lines 165 feet to a dead line.

Being the same property conveyed to Grantor by deed of record in Book 7687, page 263, Register's Office for said County.

STATE OF TENNESSEE)
COUNTY OF Davidson)

Personally appeared before me, the undersigned, a Notary Public, Roger H. Marlowe and wife, Shannon Marlowe, with whom I am personally acquainted, who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 19th day of May, 1995.

Notary Public

My Commission Expires:
2-9-98

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration for this transfer or value of property conveyed (whichever is greater) is $218,000.

Affiant

Sworn to and subscribed before me this 19th day of May, 1995.

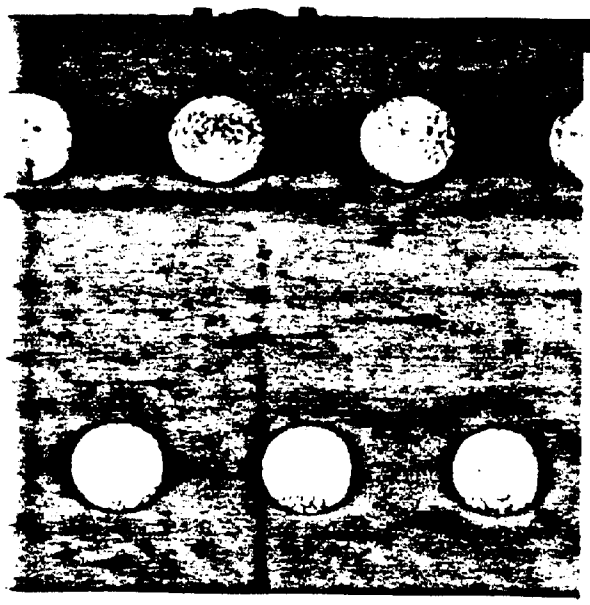
Notary Public

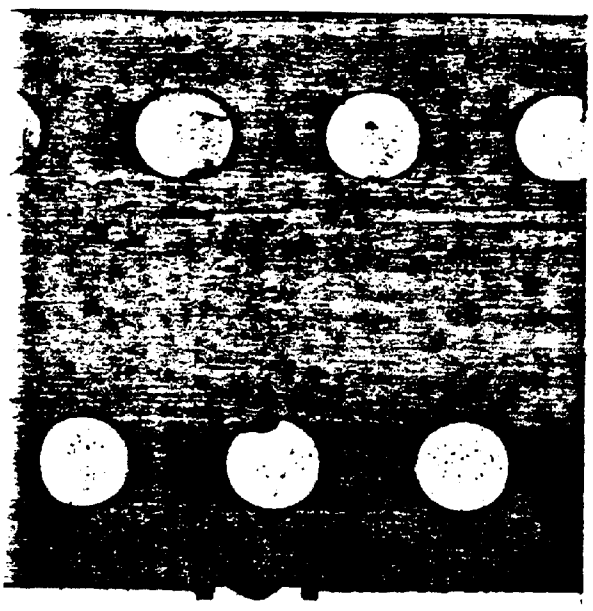
My Commission Expires:
2-9-98

95 JUN -6 AM 9:36
FELIX A. ... REGISTER
DAVIDSON COUNTY, TN.

0067201
IDENTIF. # REFERENCE

8067 06/06 0101 03CHECK 823.60





OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

BOOK 9692 PG 191

RECEIVED OF _____

FOR _____

CO - CONVEYANCE
MO - MORTGAGE
WD - WARRANTY DEED
TD - TRUST DEED
CC - CERTIFIED COPY
REL - RELEASE
UCC - UNIFORM COMMERCIAL CODE
MISC - MISCELLANEOUS
CO TX - STATE TAX CONVEY
MO TX - STATE TAX MORT
PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT 218000.00
CON TX 806.60
PRFEE 1.00
WDEED 16.00
TOTAL 823.60
CHECK 823.60

06/06/95 01 09:35 0001 8067

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0067201
IDENTIF. ↑ REFERENCE

95 JUN -6 AM 9:3[illegible]
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 917359