BOOK 9782 PG 879

SPECIAL WARRANTY DEED

FROM: Viola Louise Hellermann, Grantor

TO: Frank F. Ghertner, Trustee under Lenore Street Garden Homes Trust Agreement dated August 31, 1995, with full power to hold, mortgage, sell, transfer and convey without the joinder of any person

This instrument was prepared by:
Joseph N. Barker
Farris, Warfield & Kanaday
Eighteenth Floor
Third National Financial Center
Nashville, Tennessee 37219

Address New Owner(s) as Follows:	Name and Address of the Person or Entity Responsible for the Payment of Real Property Taxes	Map-Parcel Numbers
Frank F. Ghertner, Trustee 413 7th Avenue, South Nashville, TN 37202	Same	93-8-30.00 Field Book Numbers 17W-10300

FEE: 08.00 DEED 3030-60

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is Eight Hundred and Eight Thousand and No/100 Dollars ($808,000.00).

Affiant

SUBSCRIBED AND SWORN TO before me, this the 1st day of ~~August~~ September, 1995.

Notary Public

My Commission Expires: 5/30/99

FOR AND IN CONSIDERATION OF the sum of Ten Dollars ($10.00) and other valuable consideration, including the assumption by

Grantee of the remaining underlying indebtedness secured by the following deeds of trust: (i) Deed of Trust of record in Book 4100, page 946, Register's Office for Davidson County, Tennessee, such Deed of Trust having been assigned of record at Book 4281, page 377 and being further assigned by instrument at Book 4281, page 817 and Book 4281, page 819; (ii) Deed of Trust of record in Book 4281, page 365, such Deed of Trust having been assigned of record in Book 4281, page 377 and having been further assigned in Book 4281, page 817 and subsequently assigned at Book 4281, page 819, such Deeds of Trust consolidated and modified pursuant to Consolidation and Modification Agreement of record in Book 4281, page 370 as assigned in Book 4281, page 377 and further assigned in Book 4281, page 817 and Book 4281, page 819 (collectively, the "Instruments"), the receipt and sufficiency of which are hereby acknowledged, Viola Louise Hellermann, a widow who remains unmarried (the "Grantor") has bargained and sold, and by these presents does transfer and convey unto Frank F. Ghertner, Trustee under Lenore Street Garden Homes Trust Agreement dated August 31, 1995, with full power to hold, mortgage, sell, transfer and convey without the joinder of any person (the "Grantee"), its successors 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"). Grantee, by the acceptance of this Special Warranty Deed, does hereby agree to be bound by all obligations with respect to the payment of the underlying indebtedness secured by the foregoing Instruments, and

to save Grantor free and harmless from any obligations in connection therewith.

The Property is improved property known as 601 Crutcher Street, Nashville, Tennessee 37213.

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, its successors and assigns forever.

And Grantor does covenant and bind Grantor, her heirs, successors and assigns to warrant and forever defend the title to the Property to the Grantee, its successors 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 my hand this 31st day of August, 1995.

Viola Louise Hellermann
VIOLA LOUISE HELLERMANN

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, JOSEPH N. BARKER a Notary Public of said County and State, VIOLA LOUISE HELLERMANN, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand, at Office, this 31st day of August, 1995.

JOSEPH N. BARKER NOTARY PUBLIC LARGE STATE OF TENNESSEE

Notary Public

My Commission Expires: 7/24/98

EXHIBIT A

Property Description

LAND in Davidson County, Tennessee, being part of Lot No. 1, Lots 2 to 5, both inclusive, part of Lot No. 6 and Lots Nos. 7 to 12, both inclusive of Block B, and Lots Nos. 1 to 12, both inclusive of Block C. part of a 16 foot alley No. 451 lying East of South Sixth Street, part of Boyce Street, and part of a 20 foot alley, No. 452 lying West of South Seventh Street, all between Lenore and Crutcher Streets, closed by Ordinance No. 62-279 of record in the Office of the Metropolitan Clerk, on the Plan of D.E. Cooper's Addition to East Nashville, of record in Book 57, Page 154, Register's Office for Davidson County, Tennessee, and described together beginning on an iron pin, the southwest intersection of Lenore Street and South Seventh Street; thence with the westerly margin of South Seventh Street, South 25 deg. 27 min. East 320 feet to an iron pin in the northerly margin of Crutcher Street; thence with the northerly margin of Crutcher Street, South 65 deg. 07 min. West 686.54 feet to an iron pin at the beginning of a curve; thence with said curve with a radius of 55.00 feet in a northwesterly direction, 85.85 feet to an iron pin in the easterly margin of South Sixth Street; thence with the easterly margin of South Sixth Street, North 25 deg. 27 min. West 240.29 feet to an iron pin at the beginning of a curve; thence with said curve with a radius of 25.00 feet in a northeasterly direction 39.52 feet to an iron pin in the southerly margin of Lenore Street; thence with the southerly margin of Lenore Street, North 65 deg. 07 min. East 715.75 feet to the beginning. This is improved property known as Lenore Street Garden Homes, Nashville, Tennessee.

BEING the same property conveyed to Viola Louise Hellermann by deed from Robert A. Utke and wife Doris L. Utke of record in Book 8910, Page 470, in the Register's Office for Davidson County, Tennessee.

EXHIBIT B

Encumbrances

Item Numbers 2 (with respect to parties in possession under leases), 5 (Tax for 1995 to be prorated), 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 on the attached Schedule B - Section II of the title insurance commitment of Old Republic Title Insurance Company (Order Number D 95090017 D).

SCHEDULE B - SECTION II

Commitment

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Facts which would be disclosed by a comprehensive survey of the premises herein described.

2. Rights or claims of parties in possession.

3. Mechanics', Contractors' or Materialmen's liens and lien claims, if any, where no notice thereof appears of record.

4. Any change in title occurring subsequent to the effective date of this Commitment and prior to the date of issuance of the title policy.

5. General or special taxes and assessments required to be paid in the year 1995 and subsequent years.

   Metro taxes for 1995, a lien, but not yet due & payable.

   Metro taxes for 1994, Map-Par. 93-8-30.00, Field Book No. 17W-10300, $10,774.80 Paid

   If improvements are completed after January 1 of any year the law requires supplemental assessments for the year in which improvements are completed, as defined by Statute. The Company assumes no liability for taxes assessed by correction pursuant to the provisions of Tennessee Code Annotated sections 67-5-603, et seq.

6. Deed of Trust executed by Arthur K. Hellermann, an indivisual, unmarried to Percy Wilkins, Jr., Trustee, of record in Book 4100, page 946, said Register's Office, dated January 31, 1967, to secure to United Mortgagee Servicing Corp., an indebtedness in the amount of $762,900.00, and any other sums which may be and become payable under the terms thereof, including, but not limited to, principal interest and service fee. (See instrument for complete terms and conditions as well as possible rights and options of the mortgagee, including rights respecting assumption of the debt secured thereby.)

   The Deed of Trust was assigned to Federal National Mortgage

Association of record in Book 4281, page 377, said Register's Office and further assigned by deed of record in Book 4281, page 817 and Book 4281, page 819, said Register's Office.

7. Federal Housing Administration Regulatory Agreement for Limited Distribution Mortgagor Projects Under Section 221(d)(3) of The National Housing Act, as amended of record in Book 4100, page 951, said Register's Office .

8. Deed of Trust executed by Arthur K. Hellermann, an individual , unmarried to Percy Wilkins, Jr., Trustee, of record in Book 4281, page 365, said Register's Office, dated October 18, 1968, to secure to United Mortgagee Servicing Corp., an indebtedness in the amount of $35,700.00, and any other sums which may be and become payable under the terms thereof, including, but not limited to, principal interest and service fee. (See instrument for complete terms and conditions as well as possible rights and options of the mortgagee, including rights respecting assumption of the debt secured thereby.)

   The Deed of Trust was assigned to Federal National Mortgage Association, of record in Book 4281, page 377, and further assigned of record in Book 4281, page 817 and subsequently assigned to Government National Mortgage Association of record in Book 4281, page 819, said Register's Office.

9. Consolidation and Modification Agreement executed by Arthur K. Hellermann, an individual, unmarried, of record in Book 4281, page 370, said Register's Office , dated October 24, 1968, to secure to United Mortgagee Servicing Corp. an indebtedness in the amount of $798,600.00, and any other sums which may be and become payable under the terms thereof, including but not limited to principal, interest & service fee. (See instrument for complete terms and conditions as well as possible rights and options of the mortgagee, including rights respecting assumption of the debt secured thereby).

   The aforementioned Consolidation and Modification Agreements consolidate the Deeds of Trust of record in Book 4100, page 946, and Book 4281, page 365, said Register's Office)

   The Deed of Trust was assigned to Federal National Mortgage Association, of record in Book 4281, page 377, and further assigned of record in Book 4281, page 817 and Book 4281, page 819., said Register's Office.

10. Participation Agreement by and between United Mortgagee Servicing Corp. and Jefferson National Bank of Miami Beach of record in Book 4102, page 47 and assigned to United Mortgagee Servicing Corp. of record in Book 4281, page 376, said Register's Office .

11. Financing Statement, debtor: Arthur K. Hellermann; Secured Party: United Mortgagee Servicing Corp. of record in Book 4281, page 375, said Register's Office in the amount of $762,900.00.

    Said Financing Statement was continued of record in Book 4711, page 542, Book 5315, page 107, Book 6096, page 815, Book 7610, page 853, and Book 8925, page 427, said Register's Office .

12. Restrictive Covenants contained in instrument of record in Book 3368, page 23, and continued of record in Book 4097, page 849, said Register's Office.

13. Matters shown on the Plan of record in Book 57, Page 154, said Register's Office.

14. Matters shown on the Plan of record in Book 3600, Page 76, which is entitled Edgefield Garden Homes, Inc. #1., said Register's Office.

15. Right of Way Agreements and Easements contained of record in Book 4279, page 382, Book 4297, page 777, said Register's Office .

16. Memorandum of Leases by and between Arthur K. Hellermann dba Lenore Garden Homes and Roberts Park Apartments and Web Service Company, Inc. of record in Book 8062, page 214 and of record in Book 9084, page 845, said Register's Office .

17. By Ordinance No. 62-279 of the City of Nashville, Boyce Street and Alley nos. 451 and 452, portions of all of which are lying within the insured premises were closed,vacated and abandoned, providing however as follows:

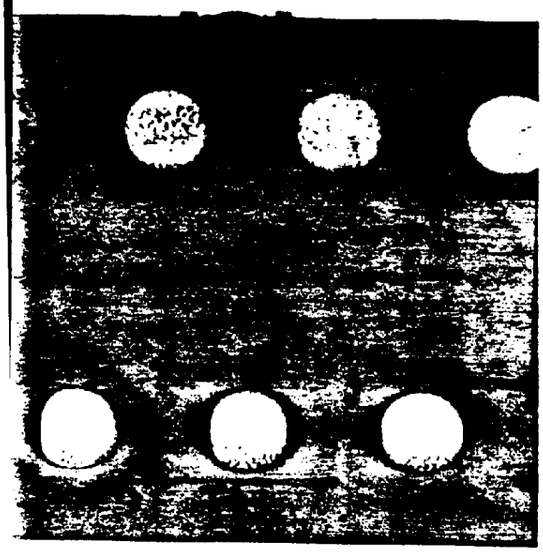
    "Be It Further Enacted, that easements are herein retained by the City of Nashville, its agents, servants, and/or contracts and utility companies operating under franchise from the City of Nashville, for the right to enter,construct, operate,maintain,repair,rebuild,enlarge and patrol its new existing utilities, together with their appurtenances, and the doing of any and all things necessary and incident thereto." (Section 2)

"Be It Further Enacted, that in the event there is proposed any construction over and above said existing utilities that said construction shall have the approval of the Director of Public Work". (Section 3)

There are no present utility installations located in Alley No. 452. There are however, utility installations located in Boyce Street and in Alley No. 451. The effect of the Ordinance is to reserve easements in the whole of the former street and alleys without limitation respecting width and length thereof.

Pursuant to the authority of the Director of public Works as provided in Section 3 of the Ordinance above quoted, the Director of Public Works of the Metropolitan Government of Nashville has by letter dated January 10, 1967, approved the encroachment of buildings, upon the easements retained in said Ordinance contingent upon the clearance of existing utimlities by a minimum unobstructed width of five feet on each side of the water, sewer and gas lines presently existing.

0096300
(SEWER & DRAINAGE REFERENCE
95 SEP -1 PM 4:13
DAVIDSON COUNTY, TN.



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

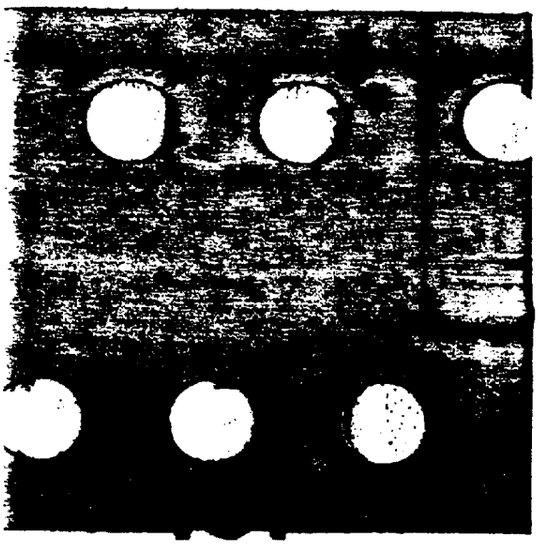
RECEIVED OF _____

FOR _____

BOOK 9782 PG 889

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 808000.00
CON TX 2989.60
PRFEE 1.00
WDEED 40.00
TOTAL 3030.60
CHECK 3030.60

09/01/95 01 16:14 0001 9804

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0096300
IDENTIF. & REFERENCE
95 SEP -1 PM 4:13
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 948711