BOOK 10251 PG 326

PREPARED BY:
COMMONWEALTH TITLE AGENCY OF NASHVILLE, INC.
333 GALLATIN ROAD SOUTH
MADISON, TENNESSEE 37115

SPECIAL WARRANTY DEED

THIS INDENTURE IS MADE AND ENTERED INTO THIS _____ day of November, 1996.

W I T N E S S E T H: That CENTEX HOMES, A NEVADA GENERAL PARTERSHIP, a Nevada general partnership, successor in interest by name change to Vista Partners, a Nevada general partnership, for and in consideration of the sum of Ten and no/100 Dollars ($10.00) cash in hand paid by W.L. BAINBRIDGE, INC., A TENNESSEE CORPORATION, whose address is L&C Tower Landmark Center, 401 Church Street, Nashville, TN 37219, and other good and valuable considerations, the receipt of which is hereby acknowledged by Grantor, has GRANTED, BARGAINED, SOLD, AND CONVEYED unto Grantee, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee, the real property more particularly described on Exhibit "A" attached hereto, together with all improvements located thereon (the "Property").

This conveyance is being made by Grantor and accepted by Grantee subject only to those certain title exceptions set forth in Exhibit "B" attached hereto and made a part hereof for all purposes, but only to the extent that such exceptions are valid, existing, and, in fact, affect the Property.

Real property taxes for the year of this deed have been prorated; accordingly, Grantee assumes responsibility to pay all real property taxes on the Property for such year.

TO HAVE AND TO HOLD the property, together with, all and singular, the rights and appurtenances thereto in anywise belonging, to Grantee and Grantee's heirs, executors, administrators, legal representatives, successors and assigns forever; and subject to the exceptions set forth on the attached Exhibit "B", Grantor does hereby bind Grantor and Grantor's heirs, executors, administrators, legal representatives, successors, and assigns, to warrant and forever defend, all and singular, the Property unto the Grantee and Grantee's heirs, executors, administrators, legal representatives, 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.

Grantee acknowledges that, except for the special warranty of title contained in this Deed and except for any representations, warranties, or obligations of Grantor and Grantee that otherwise survived the closing of the transaction represented by this Deed:

(1) Grantee acknowledges and agrees that none of Grantor or its agents or representatives has made any representations or warranties as to the Property or its environmental or physical condition upon which Grantee has relied;

(2) Grantee acknowledges and agrees that **GRANTOR HAS NOT MADE, DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY WARRANTIES, REPRESENTATIONS, COVENANTS OR GUARANTEES, EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, AS TO THE MERCHANTABILITY, HABITABILITY, QUANTITY, QUALITY, OR THE CONDITION (ENVIRONMENTAL OR OTHERWISE) OF THE PROPERTY OR ITS SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE;**

(3) Grantee acknowledges and agrees that it has thoroughly investigated and thoroughly inspected the Property and is familiar and satisfied with all aspects of the physical condition of the Property and has made its own determination as to the merchantability, habitability, quantity, quality and condition of the Property, including, without limitation, the possible presence of Hazardous Materials at, on, in or under the Property and the Property's suitability or fitness for any particular purpose or use;

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS
$ 59,639.50
Lisa Grasso Rio
Affiant
SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 6 DAY OF November 1996.
Laura Hammons
Deputy Register

96 NOV -6 AM 9:54
REGISTER
DAVIDSON COUNTY, TN.

6744027
IDENTIF. # REFERENCE

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

(4) Grantee unconditionally accepts the Property in its present condition on an **"AS IS", "WHERE IS" and "WITH ALL FAULTS"**, including environmental, basis, and acknowledges that without this unconditional acceptance the sale of the Property would not be made and that Grantor shall be under no obligation whatsoever to undertake any repair, alteration, remediation or other work of any kind with respect to any portion of the property;

(5) Grantee, and Grantee's successors and assigns, expressly and unconditionally release Grantor and Grantor's affiliates, successors and assigns from any and all responsibility, liability, obligations, and claims (whether known or unknown, apparent, non-apparent, or latent, and whether existing prior to, at, or after the date of this Deed) that Grantee and its successors and assigns may now or hereafter have against Grantor and Grantor's affiliates, successors, and assigns, based, in whole or in part, upon the presence of Hazardous Materials at, on, in, or under the Property, including, without limitation, any obligation to take the Property back or reduce the Purchase Price and including any actions for contribution or indemnity; and

(6) The term "Hazardous Materials" as used in this Deed means any substances (a) the presence of which requires reporting, investigation or remediation under any current federal, state, or local statute, regulation, or ordinance or (b) which are currently defined as hazardous waste, hazardous substances, toxic substances, regulated substances, pollutants, or contaminants under any current federal, state or local statute, regulation or ordinance.

WITNESS the hand and seal of Grantor's duly authorized official on the day and year first above written.

GRANTOR:
CENTEX HOMES, A NEVADA GENERAL PARTNERSHIP
BY its managing partner,
CENTEX REAL ESTATE CORPORATION, A NEVADA CORPORATION

BY: _____
F. CHARLES ENGLAND EXEC V.P.
(TITLE) VISTA PROPERTIES DIVISION

GRANTEE:

W.L. BAINBRIDGE, INC.
A TENNESSEE CORPORATION

By: _____
(TITLE)

PARTNERSHIP
STATE OF TENNESSEE)
COUNTY OF _____)

Before me, Brenda K. Smedley, a Notary Public of said State and County aforesaid, personally appeared **CENTEX REAL ESTATE CORPORATION, A NEVADA CORPORATION**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself (or herself) to be a partner of **CENTEX HOMES, A NEVADA GENERAL PARTNERSHIP** the within named bargainor, a partnership, and that he/she as such partner, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself (or herself) as partner.

Witness my hand and seal, this **5th** day of **November, 1996.**

Notary Public

My Commission Expires: 10/7/00

BRENDA K. SMEDLEY
COMMISSION EXPIRES
OCTOBER 7, 2000

CORPORATION
STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for the State and County aforesaID, PERSONALLY APPEARED W.L. Bainbridge, with whom I am personally acquainted (olr proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledlged himself to be the President of W.L. Bainbride,,Inc., a Tennessee corporation, and that he as such President, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as such President.

Witness my hand and seal on this the 6th day of November, 1996.

Notary Public

MARY FRANCES RUEY
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY TENNESSEE

My commission expires: 5-23-98

EXHIBIT 'A'

TRACT NO. ONE: Land in Davidson County, Tennessee, being Lot No. 86 on the Plan of Woodland Hills, Phase One, which plat is of record in Plat Book 6900, pages 666-669, Register's Office for said County. Reference is hereby made to said Plat for a more complete and accurate legal description of said lot.

TRACT NOS. TWO, THREE AND FOUR: Land in Davidson County, Tennessee, being Lots Nos. 125, 126 and 214 on the Plan of Woodland Hills, Phase Two, Section One, which plat is of record in Plat Book 7900, page 408, Register's Office for said County. Reference is hereby made to said Plat for a more complete and accurate legal description of said lots.

BEING a portion of the same property conveyed to VISTA PARTNERS, A NEVADA GENERAL PARTNERSHIP, by deed from VISTA MORTGAGE & REALTY, INC., of record in Book 9087, page 886, Register's Office for DAVIDSON County, Tennessee.

EXHIBIT 'A'

1. All real property taxes for the year 1997 and all subsequent years although the same are not yet due and payable (MAP 134-9, PARCELS 12,129,130 & 215, , TOTAL 1996 TAXES - 765).

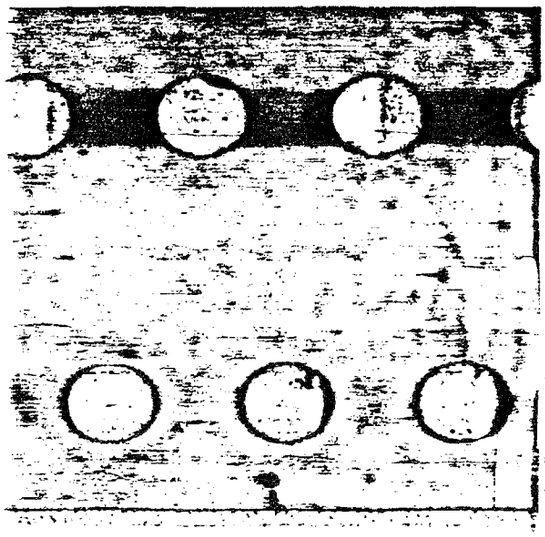
2. All matters set forth on the Plan of record in Book 7900, page 408, Register's Office for Davidson County, Tennessee, which plan includes the following: As to Lot 125: 10-foot public utility and drainage easement along the eastern lot line; As to Lot 126: a 10-foot public utility and drainage easement along the eastern lot line; As to Lot 214: a 10-foot public utility and drainage easement along the northern lot line; a 3 X 15 foot anchor easement on the southwest corner of said lot (as to Phase Two, Section One, Lots 125, 126 and 214).

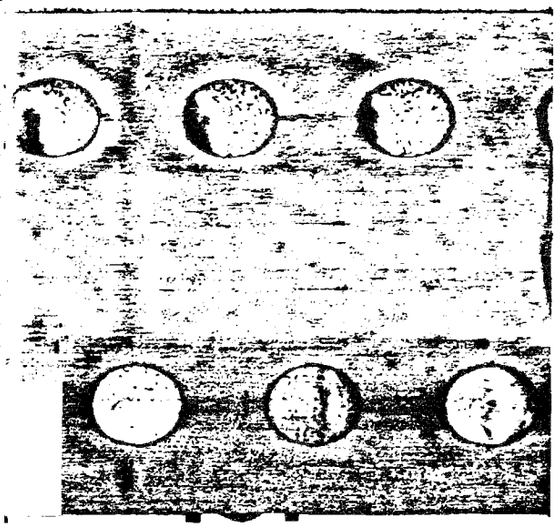
3. All matters set forth on the Plan of record in Book 6900, page 666-669, Register's Office for Davidson County, Tennessee, which plan includes a 10-foot easement for public utility purposes along the westerly line of said lot (as to Phase One, Lot 86)

4. Restrictive Covenants recorded in Deed Book 9055, Page 943, and Register's Office for DAVIDSON County, Tennessee (as to Phase Two, Section One, Lots 125, 126 and 214).

5. Restrictive Covenants recorded in Deed Book 7632, Page 947,
Register's Office for DAVIDSON County, Tennessee (as to Phase One, Lot 86).

3565 11/06 0101 03CHECK 237.67





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

RECEIVED OF _____

FOR _____

BOOK 10251 PG 330

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
			MAMT	59639.50
			ERR CO	
			MAMT	59639.50-
			CAMT	59639.50
			CON TX	220.67
			PRFEE	1.00
			WDEED	16.00
			TOTAL	237.67
			CHECK	237.67
11/06/96	01		09:56 0001	8565

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0244027
IDENTIF. # REFERENCE

96 NOV -6 AM 9:54

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

No. 1085489