0259640

IDENTIF. # REFERENCE

BOOK 10303 PG 481

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

96 DEC 30 AM 9:39

REGISTER'S OFFICE
DAVIDSON COUNTY, TN.

SPECIAL WARRANTY DEED

13TH **THIS INDENTURE IS MADE AND ENTERED INTO THIS** ____ **day of December, 1996.**

W I T N E S S E T H: That CENTEX HOMES, 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;

(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: _____
EVP/COO
(TITLE)

GRANTEE:

W.L. BAINBRIDGE, INC.
A TENNESSEE CORPORATION

By: _____ Vice Pres
(TITLE)

Name and Address of Property Owner:

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W.L. BAINBRIDGE, INC.
401 CHURCH STREET
NASHVILLE, TN 37219

Property Address:

WOODLAND HILLS, 109,110, 111,213,101

Person Responsible for Taxes:

SAME
401 CHURCH STREET
NASHVILLE

Parcel #: MAP 134-09, PARCELS 109,110,111,213 MAP 134-13, PARCEL 253

AFFIDAVIT OF VALUE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

I hereby swear or affirm that the actual consideration for this transfer, or value of the property or interest in property transferred, whichever is greater is **$69,090.00** which amount is equal to, or greater than, the amount which the property, or interest in property transferred, would command at a fair and voluntary sale.

Affiant

Sworn to and subscribed before me, a Notary Public, this 13th day of December, 1996.

Notary Public

MARY FRANCES RUDY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY TENNESSEE

My Commission Expires: 5-23-98

RETURN TO:

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

EXHIBIT 'A'

TRACT NO. ONE: Land in Davidson County, Tennessee, being Lot No. 101 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, FOUR AND FIVE: Land in Davidson County, Tennessee, being Lots Nos. 109, 110, 111 and 213 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., a Delaware corporation, of record in Book 9087, page 886, Register's Office for DAVIDSON County, Tennessee.

EXHIBIT 'B'

1. All real property taxes for the year 1997 and all subsequent years although the same are not yet due and payable (MAP 134-09, PARCELS 109,110,111,213, MAP 134-13, PARCEL 253, TOTAL 1996 TAXES - 956.25).

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 109: 10-foot public utility and drainage easement along the southern lot line; As to Lot 110: a 10-foot public utility and drainage easement along the southern lot line and along the eastern lot line; As to Lot 111: a 10-foot public utility and drainage easement along the western lot line, a 3 X 15 foot anchor easement along Paragon Drive, a 25' X 2.5' anchor easement on the southeast corner of said lot and an overhang easement on the northeast corner of said lot; As to Lot 213: a 10-foot public utility and drainage easement along the northern lot line (as to Phase Two, Section One, Lots 109, 110, 111 and 213).

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 southern and western lines of said lot and an irregular public utility and drainage easement along the eastern lot line (as to Phase One, Lot 101)

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 109, 110, 111 and 213).

5. Restrictive Covenants recorded in Deed Book 7632, Page 947,
Register's Office for DAVIDSON County, Tennessee (as to Phase One, Lot 101).

CORPORATE
STATE OF FLORIDA)
COUNTY OF PINELLAS)

Personally appeared before me, the undersigned Notary Public of the aforesaid County and State, F. CHARLES EMERY II, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be EXEC. VICE PRESIDENT of CENTEX REAL ESTATE CORPORATION, VISTA PROPERTIES DIVISION, the within named bargainor, a corporation, and that he as such EXEC. VICE PRESIDENT, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as EXEC. VICE PRESIDENT.

Witness my hand, at office, in Pinellas County, Florida, this 13th day of December, 1996.

Kerri Taylor
Notary Public

NOTARY PUBLIC STATE OF FLORIDA
Kerri Taylor
My Commission CC589678
Expires Sep 30, 2000

My Commission Expires: _____

CORPORATE
STATE OF TENNESSEE)
COUNTY OF &COUNTY&)

Personally appeared before me, the undersigned Notary Public of the aforesaid County and State, W.G. BAINBRIDGE, 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 VICE PRESIDENT of W.L. BAINBRIDGE, INC., the within named bargainor, a corporation, and that he/she as such VICE PRESIDENT, exocuted the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself (or herself) as _____.

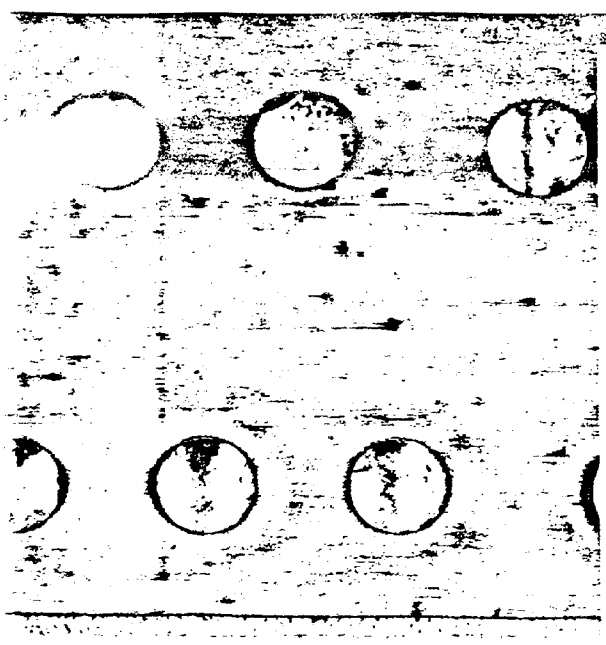
Witness my hand, at office, in NASHVILLE, DAVIDSON County, Tennessee, this _____ day of December, 1996.

Notary Public

NOTARY PUBLIC AT LARGE
MARY FRANCES
DAVIDSON COUNTY, TN

My Commission Expires: 5-23-98

9645 12/30 0101 03CHECK 279.00



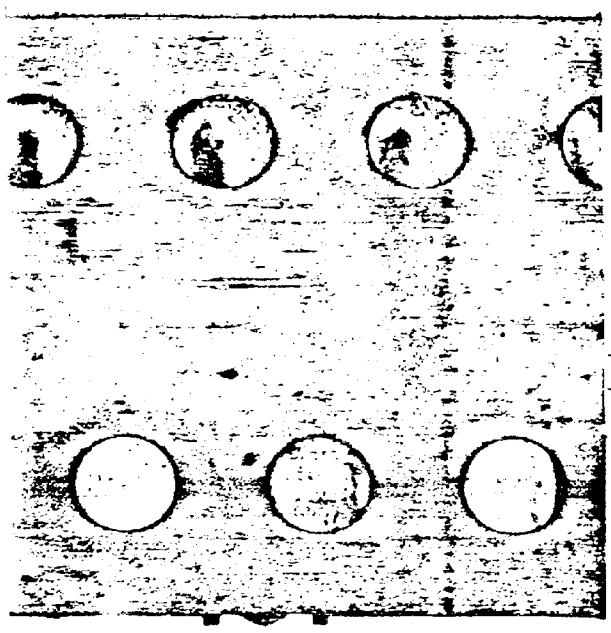
OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 10303 PG 486

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	69090.00
CON TX	255.64
PRFEE	1.00
WDEED	20.00
TOTAL	276.64
CHECK	276.64

12/30/96 01 09:41 0001 9945

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0259640
IDENTIF. # REFERENCE

96 DEC 30 AM 9:39

REGISTER
DAVIDSON COUNTY, TN.

No. 1102502