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

BOOK 10496 PG 193

SPECIAL WARRANTY DEED

THIS INDENTURE IS MADE AND ENTERED INTO THIS 9th day of June, 1997.

WITNESSETH: 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;

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(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: _____ 5/29/97
F. CHARLES EMERY II, EXEC. VICE PRESIDENT
VISTA PROPERTIES DIV.

GRANTEE:

W.L. BAINBRIDGE, INC.
A TENNESSEE CORPORATION

By: _____
(TITLE)

BOOK 10496 PG 195

CORPORATE
STATE OF TEXAS)
COUNTY OF DALLAS)

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 EXECUTIVE VICE PRESIDENT of VISTA PROPERTIES DIVISION, CENTEX HOMES, A NEVADA GENERAL PARTNERSHIP, BY ITS MANAGING PARTNER, CENTEX REAL ESTATE CORPORATION, A NEVADA CORPORATION, the within named bargainor, a corporation, and that he as such EXECUTIVE VICE PRESIDENT, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as EXECUTIVE VICE PRESIDENT.

Witness my hand, at office, in DALLAS County, Texas, this 29 day of May, 1997.

Notary Public

My Commission Expires:

BRENDA K. SMEDLEY
COMMISSION EXPIRES
OCTOBER 7, 2000

CORPORATE
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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

Witness my hand, at office, in NASHVILLE, DAVIDSON County, Tennessee, this ____ day of _____, 1997.

Notary Public

My Commission Expires: 5-23-98

MARY FRANCES LAWRENCE NOTARY PUBLIC DAVIDSON COUNTY TENN.

Name and Address of Property Owner:

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

BOOK 10496 PG 196

Property Address:

Person Responsible for Taxes:

SAME
401 CHURCH STREET
NASHVILLE

Parcel #: MAP 134-09, PARCELS 127, 126, 125, 044, and 045

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 $67,680.00 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 -BUYER

Sworn to and subscribed before me, a Notary Public, this day of

Notary Public

My Commission Expires: 5-23-98

MARY FRANCES DAVIDSON COUNTY TENN NOTARY PUBLIC AT LARGE

RETURN TO:

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

4351 06/18 0101 03CHECK 271-42

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EXHIBIT "A"

TRACTS NO ONE, TWO AND THREE: Land in Davidson County, Tennessee, being Lots Nos. 209, 210 AND 211 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.

TRACTS NO. FOUR AND FIVE: Land in Davidson County, Tennessee, being Lot Nos. 20 and 21 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.

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

EXHIBIT 'B'

1. All REAL PROPERTY taxes for the year 1997 and subsequent years not yet due and payable (AS TO ALL TRACTS).

2. All matters as set forth on the Plan of record in Plat Book 7900, page 408, said Register's Office, which plan includes the following: as to Lot 209; a 10-foot public utility and drainage easement along the northeast lot line and a 2.5 X 25-foot anchor easement on the southeast corner of said lot. As to Lot 210: a 10-foot public utility and drainage easement along the northeast line of said lot; a 2.5 X 25-foot anchor easement on the southeast corner of said lot. As to Lot 211: a 2.5 X 25-foot anchor easement on the southwest corner of said lot and a 10-foot public utility and drainage easement along the northeast lot line.

3. All matters as set forth on the Plan of record in Plat Book 6900, page 666-669, said Register's Office, which plan includes the following: As to Lot 20: an irregular public utility and drainage easement along the western lot line; an irregular public utility and drainage easement along part of the southern lot line (50' minimum); and an unspecified anchor easement on the northeast corner of said lot. As to Lot 21: a 10-foot public utility and drainage easement along the western lot line and a 10-foot public utility and drainage easement along the northern lot line.

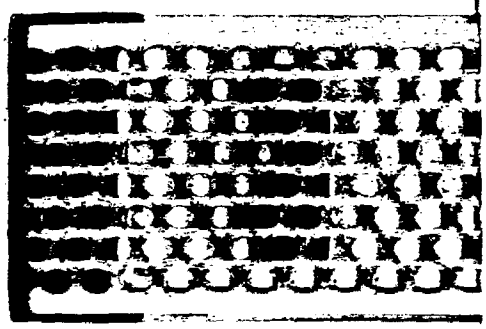
4. Restrictive Covenants recorded in Deed Book 9055, Page 943, Register's Office for DAVIDSON County, Tennessee (as to Phase II, Lots 209, 210 and 211).

5. Restrictive Covenants recorded in Deed Book 7632, page 947,
Register's Office for DAVIDSON County, Tennessee (as to Phase I, Lots 20 and 21).

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97 JUN 18 AM 9:44
FELIX A. [illegible] REGISTER
DAVIDSON COUNTY, TN.

IDENTIFICATION REFERENCE
03 17 068



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

RECEIVED OF _____

FOR _____

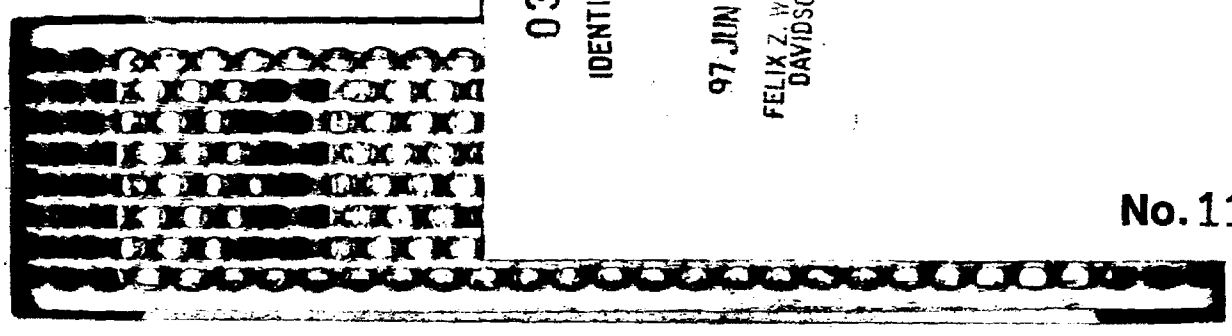
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CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT 67680.00
CON TX 250.42
PRFEE 1.00
WDEED 20.00
TOTAL 271.42
CHECK 271.42
06/18/97 01 09:45 0001 4351

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK



03117068
IDENTIF. A REFERENCE

97 JUN 18 AM 9:44
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 1164226