BOOK 10530 PG 442

Prepared by:
Frontier Title & Escrow, Inc.
109C East Avenue
Goodlettsville, TN 37072

Send tax bill to:
PNC Mortgage Corp. of America
75 North Fairway Drive
Vernon Hills, IL 60061

Map/Parcel 50-03-0094.00
Bridgette E. Wilson & Jerry T. Vaughn
1460 Tempany Court
Nashville, TN 37122

SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into this 21st day of June, 1997, by and between **Bankers Trust Company of CA, N.A.**, party of the first part **and Bridgette E. Wilson and Jerry T. Vaughn** as Tenants in Common with Right of Survivorship, party of the second part:

WITNESSETH: That for and in consideration of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part the following described real estate, situated in Davidson County, State of Tennessee:

Being Lot No. 111, on the Plan of Bellshire Terrace, Section 2, as of record in Book 6250, Page 674, Register's Office for Davidson County, Tennessee, to which plat of reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to Bankers Trust Company of CA, NA, as Trustee for vendee mortgage trust 1992-2 in Deed Book 10347, page 985, Register's Office for Davidson County, Tennessee.

To have and to hold the aforesaid real estate together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, his heirs and assigns in free simple forever.

This said party of the first part does hereby covenant with the said party of the second part that as to the title and quiet possession to said real estate it will warrant and forever defend against the lawful claims of all persons claiming the same by, through, or under a written instrument executed by said party of the first part or as the result of an affirmative act of the party of the first part, but not further of otherwise.

IN WITNESS WHEREOF, party of the first part has caused this instrument to be executed by and through its duly authorized officers the day and year first above written.

BANKERS TRUST COMPANY OF CALIFORNIA, N.A.
BY FIRST NATIONWIDE MORTGAGE CORPORATION
ITS ATTORNEY-IN-FACT

BY: Richard Williams

TITLE: Richard Williams, Vice President

0326730
IDENTIF. & REFERENCE
PICK-UP

97 JUL 15 PM 3:10
DAVIDSON COUNTY, TN

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

4879 07/15 0101 [illegible] 2[illegible].5

STATE OF OKLAHOMA
COUNTY OF Tulsa

BOOK 10530 PG 443

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared, Richard Williams with whom I am personally acquainted and who upon his oath acknowledged himself to be the Vice President of FRMC for Bankers Trust Company of CA, N.A., the within named bargainor and that he as such Vice President being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as such Vice President.

WITNESS my hand and official seal at office in OKLAHOMA, this the 19th of June, 1997.

Tonya Basurto
NOTARY PUBLIC

Notary Public Oklahoma
OFFICIAL SEAL
TONYA BASURTO
ROGERS COUNTY
My Comm. Expires 10-11-99

My Commission expires: 10-11-99

I, or we, hereby swear or affirm that, to the best of affiant's knowledge, information, and belief the actual consideration for this transfer or value of the property transferred, whichever is greater, is **$75,000.00** which amount is equal to or greater than that which the property transferred would command at a fair and voluntary sale.

Affiant Richard Williams, Vice President

Subscribed and sworn to before me this the 19th day of June 1997.

Tonya Basurto
Notary Public

My Commission Expires: 10-11-99

Notary Public Oklahoma
OFFICIAL SEAL
TONYA BASURTO
ROGERS COUNTY
My Comm. Expires 10-11-99

ADDENDUM TO SPECIAL WARRANTY DEED DATED June 21, 1997 FROM BANKERS TRUST COMPANY, AS TRUSTEE

SPECIAL PROVISION: WITHOUT LIMITING THE FOREGOING WARRANTY OF TITLE, GRANTOR MAKE NO WARRANTIES OR REPRESENTATIONS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, CONCERNING THE CONDITION OR VALUE OF THE PROPERTY HEREIN DESCRIBED, OR THE IMPROVEMENTS LOCATED THEREON (IF ANY), INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE. GRANTEE(S) HAS CAREFULLY INSPECTED THE PREMISES (OR HAS BEEN AFFORDED A REASONABLE OPPORTUNITY TO DO SO) AND, BY THE ACCEPTANCE OF THIS DEED, ACCEPTS THE PROPERTY "AS IS" AND "WHERE IS," WITH ALL FAULTS AND IN ITS PRESENT CONDITION.

Ad valorem taxes having been prorated to the date hereof, Grantee(s) assumes payment thereof.

The following reservations from and exceptions to this conveyance and the warranty made herein shall apply:

(1) All easements, rights-of-way and prescriptive rights whether of record or not, pertaining to any portion(s) of the herein described Property;

(2) All restrictive covenants, terms, conditions, contracts, provisions, zoning ordinances and other items of record in any county in which any portion of the property is located, pertaining to any portion(s) of the herein described Property, but only to the extent that same are still in effect;

(3) All presently recorded instruments (other than liens and conveyances by through or under the Grantor) that affect the Property and any portion(s) thereof;

(4) Ad valorem taxes, fees and assessments, if any, for the current year and subsequent years, the payment of which Grantee(s) assumes at the time of transfer of title; and subsequent assessments for this and prior years due to change(s) in land usage, ownership, or both, the payment of which Grantee(s) assumes; and

(5) Any conditions that would be revealed by a physical inspection and survey of the herein described Property.

GRANTEE(S) ACCEPT THIS DEED SUBJECT TO THE FOREGOING SPECIAL PROVISIONS

Signature(s) Jerry T. Vaughn

Bridgette E. Wilson

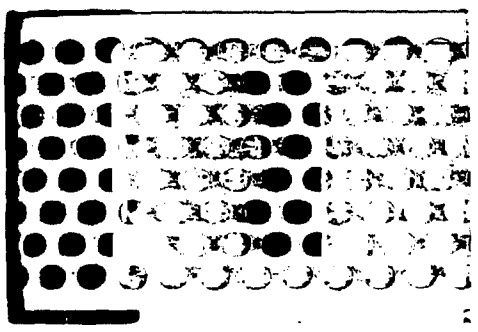
DATE: 6-21-97

STATE OF TENNESSEE *
COUNTY OF DAVIDSON *

This instrument was acknowledged before me on June 21, 1997 & 1997 by Bridgette E. Wilson and Jerry T. Vaughn

Notary Public, State of Tennessee

My commission expires: Jan 23rd 1999



OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 10530 PG 445

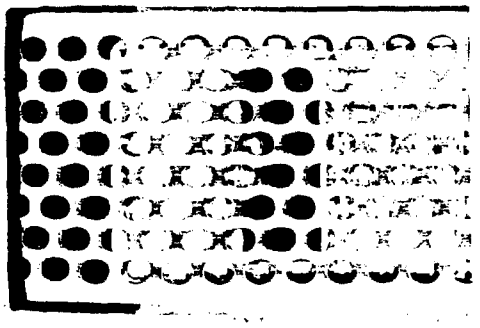
CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT 75000.00
CON TX 277.50
PRFEE 1.00
WDEED 12.00
TOTAL 290.50
CHECK 290.50

07/15/97 01 15:13 0:01 4879

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK



0326730
IDENTIF. ↑ REFERENCE

97 JUL 15 PM 3:10

FELIX Z. WILSON
DAVIDSON COUNTY, TN

No.1174610