BOOK 10753 PG 22

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

Send tax bill to:

James E. Bruce

0517 01/09 0101 03CHECK 201.63

SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into this 2nd day of July, 1997, by and between ***Bankers Trust Company of California, N.A.***, party of the first part and ***James E. Bruce***, 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. 45B on the Plan of Rachel's Square, Section Two, Zone Lot Division Lots 23, 24, 25, 27, 29, 30, 31, 32, 33, 34, 35, 37, 38, 39, 40, 41, 42, 43, 45, 46 and 48, as shown on the plan of record in Book 6520, page 540, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.

Being the same property conveyed to Bankers Trust Company of California, N.A. by deed from Arnold M. Weiss, Substitute Trustee of record in Book 10444, Page 517, 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: Margaret Davidson

TITLE: Margaret Davidson, Vice President

0388731
IDENTIF. ↑ REFERENCE

98 JAN -9 AM11:35
FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN.

PICK-UP

STATE OF OKLAHOMA
COUNTY OF Tulsa

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared, Margaret Davidson with whom I am personally acquainted and who upon his oath acknowledged himself to be the Vice President* of Bankers Trust Company of California, 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*. *of First nationwide Mortgage as Attorney-In-Fact for Bankers Trust CO of CA N.A.

WITNESS my hand and official seal at office in OKLAHOMA, _____, this the 2nd of July, 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 **$49,900.00** which amount is equal to or greater than that which the property transferred would command at a fair and voluntary sale.

Margaret Davidson
Affiant Margaret Davidson
Vice President

Subscribed and sworn to before me this the 2nd day of July 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

CERTIFICATE AS TO DEBTS AND LIENS

STATE OF OKLAHOMA {}
{} KNOWN ALL MEN BY THESE PRESENTS:
COUNTY OF TULSA {}

The undersigned Jeanette M. Holt, REO Officer for BANKERS TRUST CO. AS TRUSTEE otherwise known in this document as BANKERS TRUST CO. hereby certifies, on behalf of BANKERS TRUST CO., that to the best of his/her knowledge and belief:

1) Bankers Trust Co. is the owner of the property ("the Property") described as follows:

2) Bankers Trust Co. has incurred no debts for improvements, repairs or replacements to or for the Property or any portion thereof, which have not been paid or that will not be paid for in full at closing;

3) Bankers Trust Co. has done no act which would give rise to a lien (which Bankers Trust Co. has not paid in full) against the Property;

4) there are no outstanding real estate tax liens (except for the current year, not yet payable) or delinquent taxes of any type against the Property nor any abstracts of judgement or any federal tax liens against Bankers Trust Co.;

5) there are (or will be as of closing) no unpaid bills either for labor performed upon or for materials delivered to the Property by or on behalf of Bankers Trust Co., nor are there contracts in existence relating to such performance of such work or delivery of such materials.

The undersigned acknowledges that this Certificate is being made and delivered to _____, as an inducement to them to issue their Owners Policy of Title Insurance to _____.

DATED: 7-2-97

BANKERS TRUST CO.

BY: Jeanette M. Holt

Jeanette M. Holt

REO Officer

STATE OF OKLAHOMA {}
COUNTY OF TULSA {}

This instrument was acknowledged before me on this the 2 day of July, 1997, by Jeanette M. Holt.

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

Tonya Basurto

NOTARY PUBLIC, STATE OF OKLAHOMA
Tonya Basurto My commission expires: 10-11-99

ADDENDUM TO SPECIAL WARRANTY DEED DATED _____ 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) James C. Dunn

DATE: 7-09-97

STATE OF _____ *
COUNTY OF _____ *

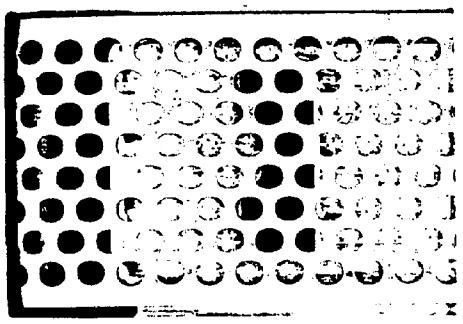
This instrument was acknowledged before me on _____, 1997 by _____.

_____
Notary Public, State of _____

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE



RECEIVED OF _____

FOR _____

BOOK 10753 PG 26

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 49900.00
CON TX 184.63
PRFEE 1.00
WDEED 16.00
TOTAL 201.63
CHECK 201.63

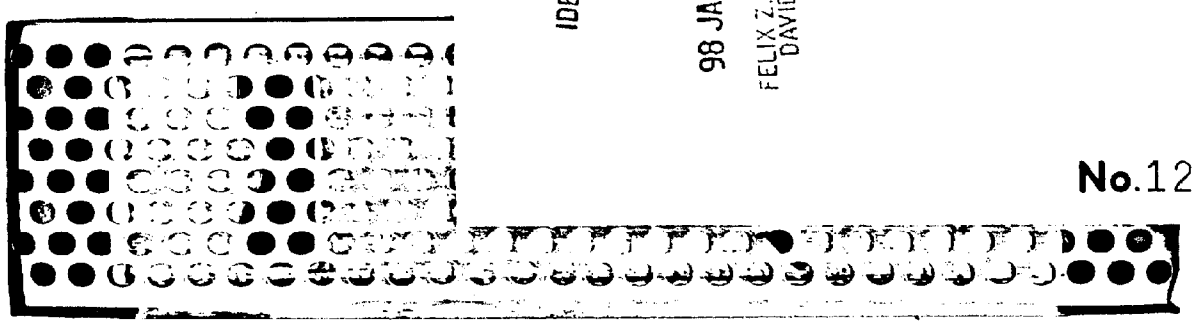
01/09/98 01 11:39 0001 0517

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0388731
IDENTIF. ↑ REFERENCE

98 JAN -9 AM 11:35

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.



No.1241181