STATE OF Tennessee)
COUNTY OF Davidson)
I hereby declare that the actual consideration for this transfer, or the true value of the property transferred, whichever is greater, is $74,000.00

AFFIANT

Sworn to and subscribed before me this 17 day of March, 1998.

KAREN H. SUGGS NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

NOTARY PUBLIC My commission expires:

Map and Parcel No. 162-05-277.00

Box 2

Address of New Owner:
Peggy A. & Henry T. Osman
283 Delvin Drive
Antioch, TN 37013

Send Tax Notices To:
Same.

BK 10552 PG 949

SPECIAL WARRANTY DEED

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby expressly acknowledged, the undersigned, TMS MORTGAGE, INC. d/b/a THE MONEY STORE/TENNESSEE, hereinafter referred to as Grantor, has bargained and sold, and by these presents do transfer and convey unto PEGGY ANN OSMAN and husband, HENRY T. OSMAN, as tenants by the entirety, hereinafter referred to as Grantees, their heirs and assigns forever, all of its right, title and interest in the following described real estate, situated in Davidson County, State of Tennessee, to wit:

See legal description, Attachment "A" hereto, made a part hereof.

This is improved property, known as 283 Delvin Drive, Antioch, TN 37013.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to said GRANTEES, their heirs and assigns forever; and we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and we do further fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever by, through and under the said GRANTEES, their heirs and assigns, but not otherwise. Said property is conveyed subject to such limitations, restrictions and encumbrances as may affect the premises. Wherever used herein, the singular form shall include the plural, the plural the singular, and the use of any gender-specific pronoun shall be applicable to all genders.

IN WITNESS WHEREOF, the said TMS MORTGAGE, INC. d/b/a THE MONEY STORE/TENNESSEE has hereunto set its signature, this 17th day of March, 1998.

TMS MORTGAGE, INC. d/b/a
THE MONEY STORE/TENNESSEE

By: _____
Title: Chad A. Neel Vice President

STATE OF OKLAHOMA)
COUNTY OF TULSA)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Chad A. NEEL, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged such person to be Vice President (or other such officer authorized to execute this instrument) of TMS MORTGAGE, INC. d/b/a THE MONEY STORE/ TENNESSEE, the within-named bargainor, a corporation, and that such Vice President or other officer, as such Vice President executed the foregoing Special Warranty Deed for the purposes and considerations therein contained, by personally signing the name of the corporation as Vice President.

WITNESS my hand and official seal of office, at Tulsa, Oklahoma on this 17 day of March, 1998.

Debra K Hoover
NOTARY PUBLIC

OKLAHOMA NOTARY PUBLIC DEBRA K. HOOVER TULSA COUNTY Comm. Exp 2-23-2002

My commission expires: 2-23-2002

This Instrument Prepared By:
J. Wayne Thomas, Attorney at Law
RELS/Real Estate Loan Services of Tennessee, Inc.
1100 Kermit Drive, Suite 204
Nashville, TN 37217

When Recorded Return To:

RELS
1100 Kermit Drive, Suite 204
Nashville, TN 37217

041648
IDENTIF. ↑ REFERENCE

98 MAR 25 PM 1:18
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

ADDENDUM TO SPECIAL WARRANTY DEED DATED 03/17/98 FROM TMS MORTGAGE INC., dba THE MONEY STORE.

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

Peggy Lou Osman

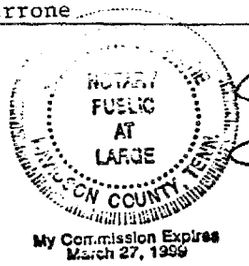
Henry T. Osman

DATE: 03/18/98

STATE OF TENNESSEE *

COUNTY OF DAVIDSON *

This instrument was acknowledged before me on March 18, 1998
by Gregory S. Perrone.



Notary Public, State of TN
Name Printed Gregory S. Perrone
My Commission Expires: 3-27-99

STATE OF Tennessee *

COUNTY OF _____ *

This instrument was acknowledged before me on March 18, 1998
by _____.

_____

Notary Public, State of _____
Name Printed _____
My Commission Expires: _____

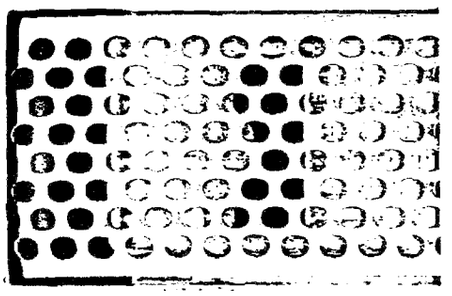
Attachment "A" legal description:
TMS Mortgage d/b/a The Money Store/Tennessee

A certain tract or parcel of land in Davidson County, State of Tennessee, described as follows: to-wit:

Being lot no. 29 on the plan of Tusculum Gardens, of record in Book 4660, page 35, Register's Office for Davidson County, Tennessee to which reference is made for a more detailed description.

Being the same property conveyed to TMS Mortgage d/b/a The Money Store/Tennessee, by Substitute Trustee's Deed from Mark A. Ellmore, Jr., Substitute Trustee, dated November 7, 1997, recorded November 26, 1997, Book 10699, page 611, Register's Office for Davidson County, Tennessee.

0394 03/25 0101 03CHECK 290.8



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

RECEIVED OF _____

FOR _____

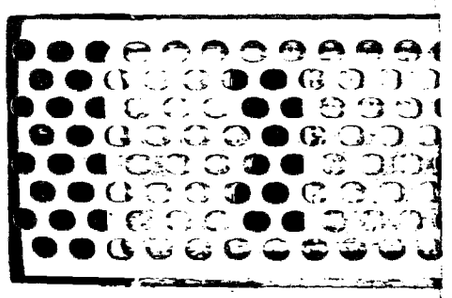
BOOK 10852 PG 953

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 74000.00
CON TX 273.80
PRFEE 1.00
WDEED 16.00
TOTAL 290.80
CHECK 290.80

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK 0001 0394



0416448
IDENTIF. ✦ REFERENCE

98 MAR 25 PM 1:18

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 1270691