Instrument prepared by:
Wilson and Associates, P.L.L.C.
1521 Merrill Drive, Suite D-220
Little Rock, Arkansas 72211
679-027

RECORD AND RETURN TO:
Mitchell A. Watts, Attorney
2400 Crestmoor Road #102
Nashville, TN 37215

SPECIAL WARRANTY DEED
(Corporation)

Special warranty deed made on the 6th day of August, 1999, by The Bank of New York as Trustee under the Pooling and Servicing Agreement dated as of February 28, 1998, Series 1998-A, Grantor, by its duly appointed attorney in fact.

Grantor, being duly authorized by resolution of its board of directors or otherwise, by said attorney in fact, hereby conveys to Carter H. Witt, IV, Grantee, the following land in Davidson County, Tennessee:

A certain tract or parcel of land situated in Davidson County, State of Tennessee, described as follows, to-wit: Being Lot No. 32 on the Map of Mashburn Heights, as of record in Book 1835, page 1, Register's Office for said County. Beginning at a point in the northwesterly margin Mashburn Road at the corner Lots Nos. 31 and 32; thence with the line between said lots, northwesterly 137 feet to a corner of Lot No. 34; thence along the west line of Lot No. 32, along the east line of Lots Nos. 33 and 34, southerly 165 feet to the north margin of Live Oak Road; thence with the margin of the same, easterly 69.3 feet to the beginning of a curve; thence around said curve easterly 34.8 feet to the northwesterly margin of Mashburn Road; thence with the margin of the same, northeasterly 95.6 feet to the point of beginning; subject to easements and restrictions of record.

Being the same property conveyed to The Bank of New York as Trustee under the Pooling and Servicing Agreement dated as of February 28, 1998, Series 1998-A, by Trustee's Deed of record in Deed Book 11469, page 788, of the Register's Office of Davidson County, Tennessee.

Commonly known as: 2718 Mashburn Road, Nashville, TN 37210

Grantor covenants that it is seised and possessed of the said land and has a right to convey it, and warrants the title against the lawful claims of all persons claiming by, through, and under it, but not further otherwise.

IN WITNESS WHEREOF, this indenture is executed in the name of

the Grantor on the day and year first above written.

The Bank of New York as Trustee under the Pooling and Servicing Agreement dated as of February 28, 1998, Series 1998-A, by its attorney in fact

by: _____
Attorney in fact

Randall Brown

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Acknowledgment

State of Oklahoma)
) ss.
County of Tulsa)

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, appeared Randall Brown, as attorney in fact for The Bank of New York as Trustee Under the Pooling and Servicing Agreement dated as of November 30, 1994, Series 1994-D, the within named bargainor, a corporation, and he, as such attorney in fact executed the foregoing instrument for the purposes therein contained by signing the name of the corporation thereto by himself as such attorney in fact.

Witness my hand and seal this 6th day of August, 1999.

_____
Notary Public

My commission expires:
6-9-01
(Seal)

DARLENE DAVIS
NOTARY PUBLIC
STATE OF OKLAHOMA
TULSA COUNTY

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, $ 75,500.00 , which amount is equal to or greater then the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this 30th day of August, 1999.

Notary Public

My commission expires:

1-25-03

(Seal)

PATRICIA A. RICHARDS NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN

Property owner and party responsible for payment of taxes:
Carter H. Witt, IV
2718 Mashburn Road
Nashville, TN 37210

Field Book No. 06DA-33268, Map 119-10, Parcel 191

Send Tax Bills To:

AmSouth Bank

2050 Parkway Office Circle

Birmingham, AL 35244

ADDENDUM TO SPECIAL WARRANTY DEED DATED 8/6/1999 FROM THE BANK OF NEW YORK 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 valid oil, gas and mineral rights, interests or leases, royalty reservations, mineral interest and transfers of interest of any character, in the oil, gas or minerals of record in any county in which any portion of the Property is located;

(3) 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;

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

(5) 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

(6) 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

Curtis M Watts

DATE: 8-30-99

0631628
IDENTIFICATION REFERENCE

99 SEP -2 AM 10:50

BILL GARNER REGISTER
DAVIDSON COUNTY, TN.

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

STATE OF Tennessee *

COUNTY OF Davidson *

This instrument was acknowledged before me on 8.30, 1999

by Carter H. Witt, V

MITCHELL A. WATTS NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

Notary Public, State of Tennessee
Name Printed Mitchell A. Watts
My Commission Expires: 9-29-2001

STATE OF Tennessee *

COUNTY OF Davidson *

This instrument was acknowledged before me on _____, 1999

by _____.

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

OFFICIAL RECEIPT

BILL GARRETT
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	CFEE	COMPUTER FEE	PRFEE	PROBATE FEE

06316 28

IDENTIFICATION REFERENCE

99 SEP -2 AM 10:50

HILL GARRETT REGISTER
DAVIDSON COUNTY, TN.

CONT	75500.00
CON TX	279.35
PRFEE	1.00
UREED	20.00
CFEE	2.00
TOTAL	302.35
CHECK	302.35

09/02/99 01 10:50 0001 3950

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

No. 1511991