RETURN TO:
AMERICAN ESCROW COMPANY
P.O. BOX 1733
HENDERSONVILLE, TN 37077

Instrument prepared by:
Wilson and Associates, P.L.L.C.
1521 Merrill Drive, Suite D-220
Little Rock, Arkansas 72211
683-030

Instr:200001180005374 Page: 1 OF 5
REC'D FOR REC 01/18/2000 9:21:05AM
RECORD FEE: $23.00
M. TAX: $0.00 T. TAX: $77.70

SPECIAL WARRANTY DEED
(Corporation)

Special warranty deed made on the 14th day of January, 2000, by The Bank of New York as Trustee under the Pooling and Servicing Agreement dated as of February 28, 1997, Series# 1997-A-I, Grantor, by its duly appointed attorney in fact, which appointment is evidenced by duly recorded Power of Attorney.

Grantor, being duly authorized by resolution of its board of directors or otherwise, hereby conveys to Jon E. Stark, Grantee, the following land in Davidson County, Tennessee:

A certain tract or parcel of land in Davidson county, State of Tennessee, described as follows, to-wit: Land in Davidson County, Tennessee, being Lot No. 28 in the Plan of lots laid off by Underwood in the plan of the grounds of his former residence lying near the cty of Nashville, fronting 50 feet on the south side of Underwood Street and running back 162 feet to an alley.

Commonly known as: 1613 Underwood Street, Nashville, TN 37208

Being the same property conveyed to The Bank of New York, as Trustee under the Pooling and Servicing Agreement dated as of February 28, 1997, Series 1997-A-I, Grantor, by Trustee's Deed from Robert M. Wilson, Jr., Successor-Trustee, dated January 10, 2000, recorded in Book _____ at Page _____, in the Register's Office of Davidson County, Tennessee.

Trustee's Deed being recorded simultaneously herewith.

TO HAVE AND TO HOLD the said real property above described, together with the privileges and appurtenances and hereditaments thereunto belonging or in any way appertaining unto Grantee and unto his heirs and assigns forever.

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, 1997, Series 1997-A-I, by its attorney in fact

by: _____
Randall Brown Attorney in fact

Acknowledgment

State of Oklahoma)
)ss.
County of Tulsa)

Before me, a notary public for the State and County aforesaid, personally appeared Randall Brown, as attorney in fact for The Bank of New York, as Trustee Under the Pooling and Servicing Agreement dated as of February 28, 1997, Series 1997-A-I, the within named bargainor, a corporation, and he, as such attorney in fact, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation thereto by himself as such attorney in fact.

Witness my hand and seal this 10th day of January, 2000.

Darlene J. Davis
Notary Public

My commission expires: 6-9-01

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, $21,000.00, which amount is equal to or greater then the amount which the property transferred would command at a fair and voluntary sale.

R A B
Affiant Randall Brown Attorney-In-Fact

Subscribed and sworn to before me this 10th day of January, 2000.

Darlene J. Davis
Notary Public

My commission expires: 6-9-01

Property owner and party responsible for payment of taxes:
Jon E. Stark
~~1613 Underwood Street~~ 200 Church St. S-300
Nashville, TN ~~37208~~ 37201

Map No. 81-15-293.00

Return to:
American Escrow Co.
P. O. Box 1733
Hendersonville, TN 37077

ADDENDUM TO SPECIAL WARRANTY DEED DATED 01/10/00 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

Jon E. Stark

DATE: 01/11/00

STATE OF Tennessee *

COUNTY OF Davidson *

This instrument was acknowledged before me on January 11, 1999/ 2000
by Jon E. Stark

K. J. Shelton
Notary Public, State of Tennessee
Name Printed K. J. Shelton
My Commission Expires: 08/24/03

K. J. SHELTON NOTARY PUBLIC AT LARGE SUMNER COUNTY, TENN.

STATE OF _____ *

COUNTY OF _____ *

This instrument was acknowledged before me on _____, 1999
by _____.

_____

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

PREPARED BY & RETURN TO:
AMERICAN ESCROW COMPANY
P.O. BOX 1733
HENDERSONVILLE, TN 37077

RELEASE

The undersigned, the grantees under that certain Special Warranty Deed (the "Deed") of even date herewith from **THE BANK OF NEW YORK AS TRUSTEE, AS GRANTOR,** covering all that certain real property located at 1613 Underwood Street, Nashville, TN 37208 (the "Premises") hereby acknowledge that **THE BANK OF NEW YORK AS TRUSTEE** has made no warranties or representations, expressed or implied, concerning and covering the improvements on the Premises, including, but not limited to, and warranty of habitability and fitness, except for the warranty of title set forth in the Deed. The undersigned further acknowledge that **THE BANK OF NEW YORK AS TRUSTEE** has made no representations, whether oral or written, expressed or implied, upon which the undersigned has relied, concerning defects in or the condition of the Premises, including, without limitation, representations of habitability, merchantability, or fitness for a particular purpose; and the undersigned accept the Premises and the improvements thereon **AS IS, WHERE IS,** and **WITH ALL FAULTS,** and subject to all defects, latent or otherwise.

The undersigned further represents that they have inspected the Premises and that the Premises are accepted **AS IS, WHERE IS,** and **WITH ALL FAULTS,** provided, however, if the undersigned have not inspected the Premises, by Acceptance of the Deed, the undersigned hereby waives all claims, rights and demands against **THE BANK OF NEW YORK AS TRUSTEE** to repair, replace, or remedy any defects whatsoever, and hereby release **THE BANK OF NEW YORK AS TRUSTEE,** their agents, employees, representatives, subagents, and co-brokers from any liability whatsoever.

DATED: 01/11/00

BUYER Jon E. Stark

BUYER

FILE NUMBER: