Box 41
Kay

Instr:200007240072956 Page: 1 OF 5
REC'D FOR REC 07/24/2000 1:57:15PM
RECORD FEE: $23.00
M. TAX: $0.00 T. TAX: $1391.68

SPECIAL WARRANTY DEED

FROM: SC Ventures, L.P.,
Grantor
TO: Phillips Builders, Inc.,
Grantee

This instrument was prepared by:
Jeffrey R. King
Farris, Warfield & Kanaday, PLC
424 Church Street, Suite 1800
Nashville, Tennessee 37219

Address New Owner (s)	Name and Address of the Person or Entity Responsible for the payment of Real Property Taxes	Map-Parcel Numbers
2910 Kraft Drive Nashville, TN 37204		Map 173 p/o Parcel 194

New Owner

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is Three Hundred Seventy Six Thousand One Hundred Thirty and 03/100 Dollars ($376,130.03).

Affiant

SUBSCRIBED AND SWORN TO before me, this the 23rd day of May, 2000.

Notary Public

My Commission Expires: 9-23-2000

FOR AND IN CONSIDERATION OF the sum of Three Hundred Fifty Thousand and No/100 Dollars ($350,000.00), the receipt and sufficiency of which are hereby acknowledged, **SC Ventures, L.P.**, a Tennessee limited partnership ("Grantor"), has bargained and sold, and by these presents does transfer and convey unto **Phillips Builders, Inc.** ("Grantee"), its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, more particularly described on Exhibit A attached hereto and incorporated herein by this reference, together with all improvements, buildings and structures located thereon (the "Property").

The Property is unimproved property consisting of approximately 12.346 acres near Barnes Road in Nashville, TN.

This conveyance is expressly made subject to those matters more specifically set forth on Exhibit B attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the Property with the appurtenances, estate, title and interest thereto belonging to Grantee, its successors and assigns forever.

And Grantor does covenant with Grantee that Grantor is lawfully seized and possessed of the Property in fee simple and Grantor has a good right to convey the Property.

And Grantor does further covenant and bind Grantor, its successors and assigns to warrant and forever defend the title to the Property to Grantee, its successors and assigns against the lawful claims of all persons whomsoever claiming by, through or under Grantor (other than claims arising from the matters set forth on Exhibit B), but not further or otherwise. This conveyance is expressly made subject to the matters set forth on Exhibit B.

Witness my hand this 23rd day of May, 2000.

SC VENTURES, L.P., a Tennessee limited partnership

By: Smith Asset Management Corp., Co-General Partner

By: _____

Title: Authorized Representative

By: Crowe Property Interests, Inc., Co-General Partner

By: _____

Title: Authorized Representative

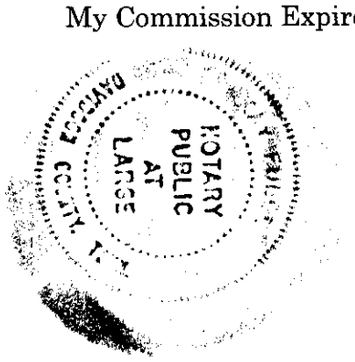
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Kay Fuller, a Notary Public of said County and State, personally appeared Thomas S. Smith, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he is authorized by resolution of Smith Asset Management Corp., a corporation, co-general partner of SC Ventures, L.P., the within named bargainor, a Tennessee limited partnership, and that he executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as authorized agent.

Witness my hand and seal, at Office, this 23rd day of May, 2000.

Kay Fuller
Notary Public

My Commission Expires: 9-23-2000



STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Kay Fuller, a Notary Public of said County and State, personally appeared G. Nelson Crowe, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he is authorized by resolution of Crowe Property Interest, Inc., a corporation, co-general partner of SC Ventures, L.P., the within named bargainor, a Tennessee limited partnership, and that he executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as authorized agent.

Witness my hand and seal, at Office, this 23rd day of May, 2000.

Kay Fuller
Notary Public

My Commission Expires: 9-23-2000

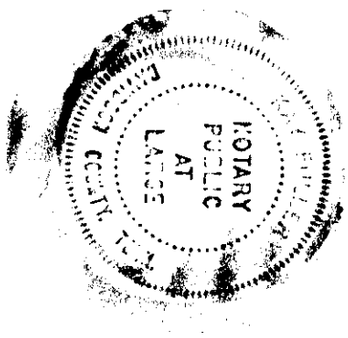


EXHIBIT A

Property Description

Starting at a concrete monument found on the southerly right-of-way of Barnes Road (50' right-of-way), said point being the most northwesterly corner of the afore-said Claxton Property and the most northeasterly corner of the Sidney Wair Property of record in Deed Book 5066, page 362, Register's Office Davidson County, Tennessee;
Thence South 07 Degrees 06 Minutes 59 Seconds West a distance of 596.19 Feet to an iron pin;
Thence with the southerly line of said Wair Property,
North 78 Degrees 31 Minutes 50 Seconds West a distance of 500.86 Feet to an iron pin set, the POINT OF BEGINNING of the herein-described tract;
Thence with a new line, severing said Claxton Property,
South 27 Degrees 52 Minutes 23 Seconds East a distance of 716.43 Feet to a point in the approximate centerline of Mill Creek;
Thence with the centerline of Mill Creek, and with the westerly line of the E.M. Baker Property of record in Deed Book 873, page 142,
South 41 Degrees 49 Minutes 22 Seconds West a distance of 146.41 Feet to a point;
Thence leaving the centerline of Mill Creek and with a new line, severing said Claxton Property,
South 87 Degrees 42 Minutes 19 Seconds West a distance of 850.45 Feet to an iron pin set in the easterly line of the Linda Whittaker Property of record in Deed Book 10507, page 591, Register's Office Davidson County, Tennessee;
Thence with the westerly line of said Whittaker Property,
North 09 Degrees 24 Minutes 41 Seconds East a distance of 353.34 Feet to an iron pin (old);
Thence with the common line of the herein-described tract and the Myles B. Owens et ux Property of record in Deed Book 4249, page 718, Register's Office Davidson County, Tennessee, the following two calls:
South 80 Degrees 37 Minutes 41 Seconds East a distance of 77.98 Feet to a nail in a tree root (old);
Thence North 09 Degrees 35 Minutes 37 Seconds East a distance of 527.06 Feet to an iron pin set at the southwesterly corner of the George Wair Property of record in Deed Book 999, page 267, Register's Office Davidson County, Tennessee,
Thence South 78 Degrees 31 Minutes 50 Seconds East a distance of 397.85 Feet to the point of beginning, containing 537,791 square feet or 12.346 acres, more or less.

The above described Tract Three is subject to a 30 foot wide temporary ingress/egress easement for the benefit of the remaining Claxton Property, the centerline of said temporary easement being more particularly described as follows:
Starting at an iron pin set in the southerly line of the George Wair Property of record in Deed Book 999, page 267, R.O.D.C., said point being the point of beginning for Tract Three described above;
Thence South 27 Degrees 52 Minutes 23 Seconds East a distance of 641.43 Feet to the Point of Beginning of the herein-described easement;
Thence South 42 Degrees 09 Minutes 59 Seconds West a distance of 242.05 Feet to a point in the southerly line of said Tract Three, the point of termination of the herein-described easement.

Being part of the same property conveyed to Grantor by deed from Raymond A. Claxton and Norma G. Claxton of record in Book 6716, page 760, Register's Office for Davidson County, Tennessee.

The description of the Property was prepared by Anderson-Delk & Associates, 618 Grassmere Park Drive, Suite 4, Nashville, Tennessee.

EXHIBIT B

Encumbrances

1. Taxes for 2000 constitute a lien, but are not yet due and payable.

2. Right of Way Deeds granted to Davidson County in Book 2739, page 637, and Book 2740, page 181, said Register's Office.

3. Easement for Gulf Interstate Gas Transmission Line of record in Book 2590, page 545, said Register's Office.

4. Easement for Sanitary Sewers and/or Storm Drainage of record in Book 9466, page 794 as re-recorded in Book 4229, page 43, said Register's Office.

5. Right of Way Agreement granted to Columbia Gulf Transmission Company of record in Book 4218, page 425, said Register's Office.

6. Right of Way Easement of record in Book 11263, page 506, said Register's Office.

7. All matters shown on the recorded plat for Stanford Village, Section 1, of record as instrument #200002040012060, said Register's Office.

8. Agreement Regarding Use of Property for Flood Plane Calculation of record in Book 11493, page 254, said Register's Office.