SIDWELL & BARRETT, P.C.
121 1st Avenue South, Suite 200
Franklin, TN 37064

This Instrument Prepared by: A. Harrison Johnson, Jr., Attorney
213 Fifth Avenue, North
Nashville, TN 37219
(615) 259-9337

New Owner's Name and Address:	Mail Tax Notices to:	Tax Map and Parcel#:
Pewett Trusts 511 Meadowlark Lane Brentwood, TN 37027	Same	Map 147-6/ Pt.# 187

SPECIAL WARRANTY DEED

THIS DEED, made on January 2, 2001, by and between THE MYRTLE B. NICHOL IRREVOCABLE GRANTOR TRUST (created by Declaration of Trust Agreement dated November 8, 1996) (the "Grantor" herein), and Houston L. Pewett, as Trustee of the Houston L. Pewett Living Trust under Agreement dated November 16, 1995, and Adrian Merle Pewett, as Trustee of the Adrian Merle Pewett Living Trust under Agreement dated November 16, 1995 (the "Grantee" herein).

WITNESSETH: THAT, For and in consideration of the sum of $10.00 and other good and valuable considerations, in hand paid to the Grantor, receipt whereof is hereby acknowledged, the Grantor herein has bargained and sold to the Grantee, and does hereby bargain, sell and convey unto Houston L. Pewett, as Trustee of the Houston L. Pewett Living Trust under Agreement dated November 16, 1995, and Adrian Merle Pewett, as Trustee of the Adrian Merle Pewett Living Trust under Agreement dated November 16, 1995 (the "Grantee") the following described "Property" located in Davidson County, Tennessee:

> Land in Davidson County, Tennessee, being Lot No. 119 on the Plan of Section One, Caldwell Country Estates, of record in Book 2663, pages 68 and 69, Register's Office for Davidson County, Tennessee, to which plan reference is made for a more complete description.
>
> Being the same property conveyed to the Grantor by deed from Myrtle B. Nichol, of record in Book 10844, page 99, said Register's Office.

Said Property is improved property, known as 249 Blackman Road, Nashville, TN 37211.

TOGETHER WITH all easements, rights, hereditaments and appurtenances, now or hereafter a part of the Property.

TO HAVE AND TO HOLD the said Property, with all the easements, rights, appurtenances and hereditaments thereunto belonging or in any wise appertaining, unto the Grantee, and the Grantee's successors and assigns, in fee simple forever.

Davidson County DEEDWARR
Recvd: 01/08/01 09:19 3pgs
Fees:15.00 Taxes:488.40
20010108-0002050

And, the Grantor does covenant with the Grantee, that it is lawfully seized of the said Property in fee simple, has a good right to convey it, and that the Property is unencumbered, except for: (1) 2001 taxes, which have been prorated and assumed by the Grantee, (2) Drainage Easement of record in Book 2883, page 91, said Register's Office, (3) matters shown on the Plat or plan referenced above, and (4) Matters of survey and inspection (the "Permitted Exceptions"). The Property is being purchased by the Grantee "as-is, where-is", without warranty or representation, express or implied, as to its fitness or condition for any use or purpose; and, the Grantee accepts the Property accordingly.

And, the Grantor does covenant and bind itself, its representatives and assigns, to warrant and forever defend the title to the Property against all lawful claims and demands claiming by, through and under it, (but not otherwise) subject to the Permitted Exceptions.

IN WITNESS WHEREOF, the Grantor has executed this deed as of the day and year first above written.

THE MYRTLE B. NICHOL IRREVOCABLE GRANTOR TRUST
(created by Declaration of Trust Agreement
dated November 8, 1996)

By: _____
Name: Randle S. Davis
Title: Trustee

ACKNOWLEDGMENT

STATE OF TENNESSEE) SS:
COUNTY OF DAVIDSON)

On January 2, 2001, before me, Della L. Shields, a Notary Public in and for the said State and County, personally appeared Randle S. Davis, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the sole Trustee of THE MYRTLE B. NICHOL IRREVOCABLE GRANTOR TRUST (created by Declaration of Trust Agreement dated November 8, 1996), [the "Trust" herein], the within named bargainor; and that he executed the foregoing instrument for the purposes therein contained, by signing the name of the Trust by himself as such Trustee.

WITNESS my hand and official seal.

Signature Della L. Shields
My Commission Expires: 01/26/02

Affidavit of Value:

I, the undersigned affiant, hereby swear or affirm, to the best of my knowledge, information and belief, the actual consideration or value of the Property transferred, whichever is greater, is **$132,000.00**, which amount is equal to or greater than the amount the Property would command at a fair and voluntary sale.

K Thomas Sloan, Affiant

Subscribed and sworn to before me, this the 2 day of January, 2001.

Notary Public
My Commission Expires: 11