Dav. Co. File Box 14-A

Return after recording to John T. Cook, P.C. 2927 Berry Hill Drive, Nashville, TN 37204
jtc file no. 15024-1A

THIS INSTRUMENT PREPARED BY:
W. Warner McNeilly III, Esq.
Watkins, McGugin, McNeilly & Rowan, PLLC
214 2nd Avenue, North, Suite 300
Nashville, TN 37201-1638

Davidson County DEEDWARR
Recvd: 04/16/02 08:22 3pgs
Fees:18.00 Taxes:823.25
20020416-0046646

SPECIAL WARRANTY DEED

ADDRESS NEW OWNERS AS FOLLOWS:	SEND TAX BILLS TO:	PARCEL ID NUMBER:
ADEX CORPORATION 2919 Berry Hill Dr. NASHVILLE, TN 37204	SAME	13207001200

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $222,500.00.

Adex Corporation

By: _____
Paul E. Cook, President

SUBSCRIBED AND SWORN to before me this 12 day of April, 2002.

_____
Notary Public

My Commission Expires: 4/10/05

FOR AND IN CONSIDERATION of the sum of Two Hundred Twenty-Two Thousand Five Hundred Dollars ($222,500.00), cash in hand and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, AMSOUTH BANK, TRUSTEE OF THE MARITAL DEDUCTION TRUST U/W/O ROY A. CARTER, hereinafter "GRANTOR", has this day bargained and sold and does hereby transfer and convey unto ADEX CORPORATION, a Tennessee Corporation, its successors and assigns, hereinafter "GRANTEE", certain real estate in Davidson County, Tennessee, more particularly described on Exhibit A attached hereto and incorporated herein by reference. This conveyance is made subject to the matters listed on Exhibit A attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD said real estate, with all appurtenances, and hereditaments thereto belonging or in any wise appertaining to the said GRANTEE, its successors and assigns, forever. GRANTOR covenants that the property is free from all encumbrances made or suffered by GRANTOR and that GRANTOR has not made, done, executed, allowed or suffered any act, instrument or thing whatsoever whereby said property, or any part thereof, now or at any time hereafter shall be charged or encumbered in any manner whatsoever.

GRANTOR further covenants and binds itself, its successors and assigns, to warrant specially and forever defend the title to said real estate to said GRANTEE, its successors and assigns, against the lawful claims of all persons, claiming by, through and under GRANTOR, but not further or otherwise.

IN WITNESS WHEREOF, the GRANTOR has caused this Special Warranty Deed to be executed this 12th day of April, 2002.

AMSOUTH BANK, TRUSTEE OF
THE MARITAL DEDUCTION TRUST
U/W/O ROY A. CARTER

By: _____
DOUGLAS KIRBY, Vice President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, W. Larua McNally III, of the State and County aforesaid, personally appeared DOUGLAS KIRBY, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged to be the Vice President of AMSOUTH BANK, the within named bargainor, a corporation, and that he as such an officer, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by him as Vice President.

WITNESS my hand and official seal at Nashville, Tennessee, this 12th day of April, 2002.

_____
Notary Public

My Commission Expires: 9/24/05

NOTARY PUBLIC AT LARGE

EXHIBIT A

Being Lot No. 6 on the plan of Southmeade, Section 2, as of record in Book 2133, page 64, Register's Office for said County, described as follows:

Beginning on the southerly margin of Morriswood Drive at the corner of lots Nos. 6 and 7; thence with the line between said two lots, southwardly 305.8 feet; thence south 85° 43' east 185 feet to the westerly margin of an unnamed street; thence with same, northwardly 267 feet to the beginning of a curve; thence around said curve with a radius of 25 feet, northwestwardly 39.3 feet to the southerly margin of Morriswood Drive; thence with same, westwardly 94.7 feet to the beginning.

Being the same property deeded to the Marital Deduction Trust under the Will of Roy A. Carter of record in Will Book 164, page 636, Davidson County Probate Court Clerk's Office. Roy A. Carter acquired the property by deed of record in book 2486, page 383, R.O.D.C.

This conveyance is made subject to: (1) utility easement along rear line of premises, anchor easement on southerly margin of Morriswood Drive, 75-foot building setback line from Morriswood Drive and 40-foot building setback line from an unnamed street, and all matters and conditions of owners certificate, as shown on plan of record in book 2133, page 64, Register's Office for said County, and restrictive covenants contained in deed from John Overton, et al, to F. W. Smith, and wife, of record in book 560, page 106, Register's Office for said County, and restrictive covenants contained in an instrument executed by Albert G. Morris and Stirton Oman, Trustees, of record in book 2158, page 384, Register's Office for said County; and (2) 2002 taxes, a lien not yet due and payable.