BOX 10-A

SPECIAL WARRANTY DEED

RETURN TO :
PREMIER TITLE & ESCROW, LLC
4301 HILLSBORO ROAD, STE 300
NASHVILLE, TENNESSEE 37215

This Instrument Prepared by:
Title2Land, LLC
5515 South Sherwood Forest Boulevard
Suite 3
Baton Rouge, Louisiana 70816

Davidson County DEEDWARR
Recvd: 04/18/02 10:44 2pgs
Fees:13.00 Taxes:179.45
20020416-0046902

For and in consideration of the sum of Ten Dollars, cash in hand paid by the hereinafter grantees, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, we, **FIRST UNION NATIONAL BANK OF DELAWARE,** TAX ID# 56-1887881, whose permanent mailing address is declared to be 1100 Corporate Center Drive, Building B3, Raleigh, North Carolina 27607, hereinafter called "Grantor(s)", have bargained and sold, and by these presents do transfer and convey unto, **TIMOTHY KENEFICK, ROBERT D. YOUNG** AND WIFE **JANET C. BROOKS,** hereinafter called "Grantee(s)", his heirs and assigns, a certain tract or parcel of and in Davidson County, State of Tennessee, described as follows, to-wit:

Land in Davidson County, State of Tennessee, described as follows, to-wit:
Being Lot 21 on the Plan of Eastwood Addition, Block "E" as of record in Plat Book 332, Page 63, Register's Office, Davidson County, Tennessee.
Being the same property conveyed to Rachel H. Bowen by deed of record in Book 8267, page 357, Register's Office for Davidson County, Tennessee.

Commonly known as: 1023 West Eastland Avenue, Nashville, Tennessee 37206.

Being one and the same property conveyed to Grantor(s) herein by Trustee's Deed at Instrument No. 200202080017641, of record in the Register's Office of Davidson County, Tennessee.

Grantor and Grantee agree and stipulate that the property, including the improvements located thereon, shall be sold in its "as is" condition, without any representations or warranties, express or implied, including but not with limitation, as to: (a) workmanship, structure, stability and quality of the improvements; (b) the water tightness of the improvements, including without limitation roofs, walls, doors, and windows; (c) the status, stability, and quality of soil conditions, equipment, stairways, appliances, fixtures, and furniture; (d) any defects, termite infestations or damages and any other conditions whether latent or discoverable by reasonable inspection; (e) merchantability or fitness for any particular purpose, and; (f) the existence of any violation of any applicable law relating to the environment, including without limitation those pertaining to the generation, use handling, storage or disposal of hazardous waste; (g) any design defect, or any condition of design. Grantee(s) specifically waives any right or cause of action, that is, to rescind sale or seek a reduction of the purchase price for any reason whatsoever. Grantee acknowledges he/she/they have had an opportunity and/or have in fact inspected the property to his/her/their full satisfaction, and this clause has been pointed out to him/her/them and has been explained to his/her/their full satisfaction.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, state, title and interest thereto belonging to the GRANTEES, their heirs and assigns, forever; and GRANTOR covenants that Grantor will forever warrant and defend the title against the lawful claims of all persons claiming by, through or under Grantor but not further nor otherwise.

WITNESSES:

FIRST UNION NATIONAL BANK OF DELAWARE

By: William Shuey
AVP

FIRST UNION NATIONAL BANK OF DELAWARE CORPORATE SEAL

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STATE OF NC
COUNTY OF Wake

Personally appeared before me, a Notary Public, William Snuey, with whom I am personally acquainted, and who acknowledged that such person executed the within instrument for the purpose therein contained, and who further acknowledged that such person is the AVP, of the maker or a constituent of the maker and is authorized by the maker or by its constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS my hand and notarial seal at office this 11 day of April, 2002.

JENNIFER M. NELSON
Commission #20002990131
Notary Public, North Carolina
Wake County, N. C.
My Commission Expires October 31, 2005

Jennifer M. Nelson
NOTARY PUBLIC
My Commission Expires:_____

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STATE OF TENNESSEE
COUNTY OF DAVIDSON

I hereby swear or affirm that to the best of my knowledge, information and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is ~~$8,500.00~~ $48,500.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 11th **DAY OF APRIL, 2002.**

Kathy Snider
NOTARY PUBLIC
My Commission Expires: _____

KATHY SNIDER
NOTARY
Exp. 07/27/2002
PUBLIC AT LARGE
DAVIDSON COUNTY, TN

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Prop. Address: 1023 W. Eastland Ave., Nashville, TN 37206
Tax Parcel ID No.: 83-5/101

Mail Tax Notices to:
Timothy Kenefick, Robert D. Young & Janet C. Brooks
391 Blackman Road
Nashville, Tennessee 37211

ADDRESS OF NEW OWNERS:

SAME AS ABOVE