THIS INSTRUMENT PREPARED BY

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Davidson County DEEDWARR
Recvd: 06/06/03 14:29 4pgs
Fees:23.00 Taxes:906.50

20030606-0078564

ADDRESS NEW OWNER:	SEND TAX BILL TO:	MAP-PARCEL
A.S.M.B.A. %The Carter Co., Inc. 607 Due West Ave, Ste 116 Madison, TN 37115	same	MAP 26, Parcel 153

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 ($10.00) DOLLARS cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, **DAVID G. CHANDLER**, a single person, (the "**Grantor**"), has bargained and sold, and by these presents does transfer and convey unto **ARMED SERVICES MUTUAL BENEFIT ASSOCIATION**, (the "**Grantee**") it's successors and assigns, certain land in Davidson County, State of Tennessee, being more particularly described in EXHIBIT A, which is attached hereto and incorporated herein by this reference (the "**Property**").

This conveyance of the property herein, and all covenants and warranties of Grantor contained herein, are made expressly subject to those matters set forth on EXHIBIT B attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appuirtenances, estate, title and interest thereto belonging to the said Grantee, and Grantee's heirs and assigns forever.

Grantor covenants and binds itself, and its successors and assigns, to warrant specially and forever defend the title to the property to the said Grantee, Grantee's heirs and assignes, against the lawful claims of all parties claiming by, through or under the Grantor, but not further or otherwise.

Whever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Grantor has caused this Special Warranty Deed to be executed this 4th day of June, 2003.

GRANTOR:

DAVID G. CHANDLER

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF WARREN)

I, the undersigned, a Notary Public within and for the state and county aforesaid, do hereby certify that the foregoing Deed and Consideration Certificate was this day produced to me in said state and county and was acknowledged before me by DAVID G. CHANDLER, a single person, party thereto, to be his act and deed.

Witness my signature on this 4th day of June 2003.

My commission expires: 4/28/2004

NOTARY PUBLIC, STATE OF KENTUCKY AT LARGE

JULIE WINGFIELD NOTARY PUBLIC STATE-AT-LARGE COMMONWEALTH OF KENTUCKY

STATE OF Tennessee)

COUNTY OF Davidson)

The actual consideration or value, whichever is greater, for this transfer is $245,000.00.

Affiant

Subscribed and sworn to before me this 4th day of June, 2003.

NOTARY PUBLIC

My Commission Expires:
3-31-07

CARTER HOWARD NOTARY PUBLIC DAVIDSON COUNTY, TENN.

EXHIBIT A

Land in Davidson County, Tennessee, being Lot 12 as shown on the Final Plat - Section Eight, Northcreek Commons, of record in Book 8250, page 550, Register's Office for Davidson County, Tennessee (the "Plat"), to which Plat reference is hereby made for a more complete and accurate legal description of said lot.

TOGETHER WITH that certain non-exclusive appurtenant ingress/egress easement (the "Reserved Easement") being located on a tract of land in the 2nd Civil District of Metropolitan Nashville, Davidson County, Tennessee, also in the City of Goodlettsville, Tennessee, being the 17.5' x 70' portion of the "35' x 70' Ingress/Egress and P.U. & Drainage Esm't" on Lot 11 as depicted on the Plat, and as reserved by Grantor in the Deed (the "Deed") from Grantor to AMBE Co., LLC, of record in Book 10006, page 91, Register's Office for Davidson County, Tennessee.

Grantee shall indemnify and hold Grantor harmless from and against any damages, claim, loss, liability or expense (including attorneys' fees) incurred by Grantor in connection with the use and enjoyment of such Reserved Easement by Grantee, its invitees, agents, employees, guests and other parties or in connection with the failure by Grantee to comply with the covenants applicable to the owner of Lot 12 contained in the Deed. Grantee agrees to the covenants applicable to the owner of Lot 12 contained in the Deed by acceptance of this deed and further agrees that the same shall constitute covenants running with the land which are binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns. The prevailing party in any action to enforce the covenants contained in this paragraph and the covenants applicable to the owner of Lot 12 contained in the Deed shall be entitled to recover from the other expenses incurred in such enforcement action, including, but not limited to, reasonable attorneys' fees.

Being the same property conveyed unto David G. Chandler from North Creek Associates, LTD. LLC, L.P., a Tennessee limited partnership, of record at Instru. 200004200039822, Register;s Office foe Davidson County, Tennessee.

EXHIBIT B

1. Real estate taxes for 2003, a lien, but not yet due and payable, which have been prorated between the parties and shall be paid by Grantee.

2. All matters shown on the Plan, of record in Book 8250, page 550, Register's Office for Davidson County, Tennessee.

3. Non-exclusive ingress/egress easement, and tersm, conditions and provisions contained in instrument of record in Book 10006, page 91, said Register's Office.

4. Declaration of Protective Covenants and Owners Association for Northcreek Commons, Goodlettsville, Davidson County, Tennessee, including, but not limited to, easements, assessments, special assessments, charges and liens, of record in Book 7118, Page 938, as amended by instruments, of record in Book 7245, page 958, Book 8195, page 337, and Book 9780, page 183, said Register's office.

5. Rights of others in and to the common areas.