Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
Vision Trust Corp, a Tennessee general partnership	81-02-0-119 81-02-0-163 81-02-0-148 81-02-0-121 81-02-0-123 81-02-0-120 81-02-0-115	same address as owner Davidson County DEEDWARR Recvd: 07/25/03 08:23 6pgs Fees:33.00 Taxes:462.50 20030725-0104037

This instrument prepared by: Boult, Cummings, Conners & Berry, PLC (BRS)
414 Union Street, Suite 1600, P.O. Box 198062, Nashville, TN 37219

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN and NO/100 DOLLARS ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, **JAMES W. HICKMAN REVOCABLE TRUST**, by **Andre Francois Hickman** (also known as **Andre F. Hickman**) and **Harold A. Miller, Successor co-Trustees** (the "Grantor"), has bargained and sold, and by these presents does transfer and convey to ~~VISION TRUST CORP, a Tennessee general partnership~~ * (the "Grantee"), Grantee'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").

***Keith Churn dba Vision Trust Corp**

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to the following:

1. The Property is subject to those certain permitted exceptions more particularly described in Exhibit B, which is attached hereto and incorporated herein by this reference, and all other matters of record (the "Permitted Exceptions");
2. Grantee shall assume responsibility for all assessments and payments of taxes for the year 2003 and following; and

STATE OF FLORIDA
COUNTY OF SEMINOLE

The actual consideration or value, whichever is greater, for this transfer is $125,000.00

Affiant

Subscribed and sworn to before me this 15th day of May, 2003.

Charity Mattern
My Commission DD036539
Expires September 19, 2004

Notary Public
My Commission Expires: 9/19/04

3. GRANTEE ACCEPTS THE PROPERTY ON ITS "AS-IS" BASIS AND RELEASES GRANTOR FROM AND WAIVES ANY AND ALL CLAIMS AND LIABILITY AGAINST GRANTEE RELATING TO THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY. FURTHERMORE, GRANTEE IS NOT RELYING UPON ANY REPRESENTATION, INDUCEMENT OR UNPERFORMED PROMISE OF GRANTOR AGENTS.

GRANTEE HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY AND ALL ACTUAL OR POTENTIAL RIGHTS GRANTEE MIGHT HAVE REGARDING ANY FORM OF WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR TYPE, RELATING TO THE PROPERTY. SUCH WAIVER IS ABSOLUTE, COMPLETE, TOTAL AND UNLIMITED IN EVERY WAY OTHER THAN WITH REGARD TO ANY WARRANTY SPECIFICALLY INCLUDED IN THIS SPECIAL WARRANTY DEED. SUCH WAIVER INCLUDES, BUT IS NOT LIMITED TO, A WAIVER OF EXPRESS WARRANTIES, IMPLIED WARRANTIES, WARRANTIES OF FITNESS FOR A PARTICULAR USE, WARRANTIES OF MERCHANTABILITY, WARRANTIES OF HABITABILITY, STRICT LIABILITY RIGHTS, AND CLAIMS, LIABILITIES, DEMANDS OR CAUSES OF ACTION OF EVERY KIND AND TYPE, WHETHER STATUTORY, CONTRACTUAL OR UNDER TORT PRINCIPLES, AT LAW OR IN EQUITY, INCLUDING, BUT NOT LIMITED TO, CLAIMS REGARDING DEFECTS WHICH MIGHT HAVE BEEN DISCOVERABLE, CLAIMS REGARDING DEFECTS WHICH WERE NOT OR ARE NOT DISCOVERABLE, PRODUCT LIABILITY CLAIMS, PRODUCT LIABILITY TYPE CLAIMS, ALL OTHER EXTANT OR LATER CREATED OR CONCEIVED OF STRICT LIABILITY OR STRICT LIABILITY TYPE CLAIMS AND RIGHTS, AND ANY AND ALL CLAIMS UNDER CERCLA AND RCRA.

TO THE FULLEST EXTENT PERMITTED BY LAW, GRANTEE HEREBY RELEASES, DISCHARGES AND FOREVER ACQUITS GRANTOR FROM ALL DEMANDS, CLAIMS, LIABILITIES, OBLIGATIONS, COSTS AND EXPENSES WHICH GRANTEE MAY SUFFER OR INCUR RELATING TO THE PROPERTY, AND ANY AND ALL OTHER ASPECT OF THE PROPERTY. GRANTEE HEREBY AGREES, REPRESENTS AND WARRANTS THAT THE MATTERS RELEASED HEREIN ARE NOT LIMITED TO MATTERS WHICH ARE KNOWN OR DISCLOSED, AND GRANTEE HEREBY WAIVES ANY AND ALL RIGHTS AND BENEFITS WHICH IT NOW HAS, OR IN THE FUTURE MAY HAVE CONFERRED UPON IT, BY VIRTUE OF THE PROVISIONS OF FEDERAL, STATE OR LOCAL LAW, RULES OR REGULATIONS.

This is improved property located in Nashville, Davidson County, Tennessee.

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

Grantor covenants with the Grantee that the Property is free from all encumbrances made or suffered by Grantor, except for the Permitted Exceptions.

Grantor further covenants and binds itself to warrant and forever defend the title to the Property to the said Grantee, Grantee's successors and assigns, against the lawful claims of all persons whomsoever claiming by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed this 15th day of May, 2003.

James W. Hickman Revocable Trust

By: _____
Name: Andre' F. Hickman
Title: Successor Co-Trustee

By: _____
Name: Harold A. Miller
Title: Successor Co-Trustee

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared **Andre Francois Hickman** (also known as **Andre F. Hickman**) and **Harold A. Miller**, Successor co-Trustees under the James W. Hickman Revocable Trust, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that they executed the foregoing instrument for the purposes therein contained as Successor co-Trustees under the James W. Hickman Revocable Trust.

Witness my hand and seal, at office in Maitland, Seminole County, Florida, this the 15th day of May, 2003.

Charity Mattern
My Commission DD036539
Expires September 19, 2004

_____
NOTARY PUBLIC
My Commission Expires: 9/19/04

Exhibit A

Tract 1 (81-02-0-119)

Being Lot No. 3 of the Southern Publishing Association Subdivision, a Plan of which is recorded in Book 161, Page 144, of the Register's Office for said County.

Said Lot No. 3 fronts 74 feet on the southern side of Hyde Street and runs back between parallel lines 156 feet to a 10-foot alley, reserving a strip of land 3 ½ feet wide across the south end of said lot for the purpose of widening the alley.

Tract 2 (81-02-0-163)

Lot No. 12 in John A. Bell's Subdivision of the Mary J. Fox Lands, as per plan of record in Book 332, Page 41, Register's Office for Davidson County, Tennessee. Said Lot No. 12 is particularly described as fronting 52 feet on the easterly margin of Dudley Street, or 24th Avenue, North, and extending back eastwardly and with the northerly margin of Simpkin Street, between parallel lines, 150 feet to the westerly margin of a 20-foot alley.

Tract 3 (81-02-0-163)

Being Lots Nos. 13 and 14 in John A. Bell's Subdivision of Mary j> Fox Lands, of record in Book 332, Page 41 of the Register's Office of Davidson County, beginning at a point in the easterly margin of 24th Avenue, North formerly called Dudley Avenue, 52 feet north of the corner of said Avenue and E. Street and extending northwardly with said margin of said Dudley or 24th Avenue, North 100 feet; thence at right angles eastwardly 150 feet; thence southwardly 100 feet; thence westwardly 150 feet, to the point of beginning.

Tract 4 (81-02-0-148)

Being Lots Nos. 15, 16 and 17 on the Plan of John A. Bell's Subdivision of the Mary J. Fox Lands, in the 8th Civil District of Davidson County, a plan of said lands being of record in Book 332, Page 41, Register's Office for Davidson County, Tennessee. Said Lots Nos. 15, 16 and 17 front 50 feet each on the East side of Dudley Street and extend back between parallel lines easterly 150 feet to an alley. The North line of Lot No. 17 runs back with the southerly Margin of Howard Street.

Tract 5 (81-02-0-121)

Property in the 13th Civil District of Davidson County, State of Tennessee, lying north of the Hydes Ferry Pike, beginning at a point 200 feet north of a planted stone at the northeast corner of Conrad Santis' tract of land; thence north 271-38/100 feet to the southeast corner of Jackson Harding's four acre tract; thence west 462 feet to the southwest corner of Jackson Harding's four acre tract; thence South 271-38/100 feet to

the northwest corner of a 2-12/100 acre tract of land conveyed to E.I.DuPont De Nemours and Company to J.E. White, thence east 462 feet to the beginning, containing 2-88/100 acres, more or less.

Tract 6 (81-02-0-123)

Lot No. Three (3) of I.A. Ford's Subdivision of part of Lot No. 16 of Nichold Property, a plan of which subdivision is of record in the Register's Office of Davidson County, in Plan Book No. 332, Page 103, beginning at a point on the cost margin of 25th Avenue, 94 feet north from its intersection of New Bridge Road, thence south 88 deg. East, 162 feet; thence north along the west margin of Lot No. Two (2), 74-4/10 feet; thence west 162 feet to 25th Avenue, thence south along the east margin of 25th Avenue 75 ½ feet to the point of beginning.

Tract No. 7 (81-02-0-123)

Lot No. 4 of Parcel 123 of the I.A. Ford Subdivision, beginning at a point in the east margin of 25th Avenue, North, formlery called Fox's Land at the southwest corner of the Southern Publishing Associations' Land; thence east 162 feet along the south boundary of the Southern Publishing Associations tract; thence south 50 feet; thence west 162 feet; thence north 50 feet along the east margin of 25th Avenue, North to point of beginning.

Tract 8 (81-02-0-120)

Being Lots Nos. 1 and 2 of Parcel 120 in a subdivision for the Southern Publishing Association situated in the old 13th Civil District of Davidson County, Tennessee, recorded in the Register's Office for Davidson County, Tennessee in Book 161, Page 144, said Lot No. 1 fronts 70 feet and said Lot No. 2 fronts 74 feet on the south side of Hyde Street and run back between parallel lines 156 feet to an alley.

Tract 9 (81-02-0-115)

Being Lot No. 6 of the Map of the Subdivision for the Southern Publishing Association, as of record in Book 161, Page 144, Register's Office for Davidson County, Tennessee.

Said Lot No. 6 fronts 80 feet on the southerly side of Hyde Street and runs back with the easterly margin of 25th Avenue, North, formerly Fox Lane, 156 feet to an alley, measuring 81 feet thereon.

Being the same property conveyed to J. W. Hickman, Trustee of the James W. Hickman Revocable Trust Agreement as Amended and Totally Restated April 12, 1991 in Warranty Deed from Andre F. Hickman, dated 4/8/96 and recorded 4/19/96 in Book 10021, Page 331, Official Records of Davidson County, Tennessee.

Exhibit B

1. All assessments and taxes for the year 2003 and all subsequent years, which are not yet due and payable.
2. Rights or claims of parties in possession and easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments, and any matters not of record which would be disclosed by and accurate survey and inspection of the Property.
3. Taxes or special assessments which are not shown as existing liens by the public records.
4. Any lien or right to lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by public record.
5. Terms, conditions, agreements, covenants, obligations, and limitations contained in any unrecorded Lease Agreements.
6. Rights of Tenants in Possession.
7. All plat and subdivision matters of record in Plan of Southern Publishing Association as referenced in Plat Book 161, Page 144, Office of the Register of Davidson County, Tennessee.
8. All plat and subdivision matters of record in Plan of John A. Bell's Subdivision of Mary J. Fox Lands, of record in Book 332, Page 41, Office of the Register of Davidson County, Tennessee.
9. Right of Way Order to Metro Government as record in Book 5632, Page 294, Office of the Register of Davidson County, Tennessee.
10. All plat and subdivision matters of record on the Plan of I.A. Ford's Subdivision of a part of Lot No. 16 of the Nichol Tract, as of record in Book 332, Page 103, Office of the Register of Davidson County, Tennessee.
11. A Metropolitan Government of Nashville and Davidson County Department of Codes Administration Order for Demolition or Removal of Structure Located at 2119 24th Avenue North, #081-02-121 Lot No. 3 of I.A. Fords Subdivision of Part of Lot No. 16 of Nichol Property as recorded March 4, 2003 in Instrument Number 20030304-0028281, Office of the Register of Davidson County, Tennessee.