Box 17

Davidson County DEEDWARR
Recvd: 10/06/03 13:20 2pgs
Fees:13.00 Taxes:475.45
20031006-0147408

THIS INSTRUMENT WAS PREPARED BY:
COOMER AND JENKINS, ATTORNEYS AT LAW
Suite 230 - 392 Harding Place, Nashville, TN 37211

SPECIAL WARRANTY DEED

Address of New Owner(s):	Send Tax Bills To:	Map/Parcel Numbers:
Biniam Messay	Union Planters Bank, NA	Map 108-12B
1336 Timber Valley Drive	P.O. Box 1785	Parcel 96
Nashville, TN 37214	Memphis, TN 38101-1785	

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantee(s), and other good and valuable considerations, the receipt of which is hereby acknowledged;

AmSouth Bank

hereinafter called the Grantor, has bargained and sold, and by these presents do transfer and convey unto

Biniam Messay and Feven Berhanu, both unmarried

hereinafter called the Grantee, their heirs and assigns, a certain tract or parcel of land in DAVIDSON County, State of Tennessee, described as follows, to-wit:

Land in Davidson County, being Lot 195 on the Plan of Harborview, Section II, Phase 1-A, of record in Plat Book 6900, page 756, amended in Book 9096, page 764, Register's Office for said County, to which reference is made for a more complete description.

Being the same property conveyed to AmSouth Bank by Trustee's Quitclaim Deed from Joseph T. Phillips, Substitute Trustee, of record in Instrument No. 20030328-0041141, Register's Office for Davidson County, TN.

Subject to Declaration of Covenants, Conditions and Restrictions of record in Book 7471, page 26; as amended by First Amendment of record in Book 7646, page 142, Second Amendment of record in Book 7646, page 147; Third Amendment of record in Book 7646, page 149, re-recorded in Book 7647, page 648; Fourth Amendment of record in Book 7732, page 749; Fifth Amendment of record in Book 8263, page 534, Sixth Amendment of record in Book 8271, page 863; Seventh Amendment of record in Book 8297, page 380; Eighth Amendment of record in Book 8634, page 19; Ninth Amendment of record in Book 8856, page 361; and Tenth Amendment of record in Book 9182, page 786, said Register's Office.

This conveyance is subject to any and all existing easements of record and to all matters shown on the plan of record in Book 6900, page 756; and amended in Book 9096, page 764 said Register's Office.

Taxes for the year 2003 are prorated and assumed by the Buyer herein.

The legal description is the same as the previous deed of record.

This is improved property at 1336 Timber Valley Drive, Nashville, TN 37214.

The Grantor makes no representation or warranty of any kind whatsoever regarding the condition, merchantability, use, or any other matter involving the land or any improvements conveyed herein, except as to title and then only as expressly set forth herein, the Grantee acquires said land and improvements in an "as is" condition.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantees their heirs and assigns, forever; and we do covenant with the said Grantees that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out.

Grantor does further covenant and bind itself, its successors and assigns, to warrant and forever defend title to the said land to the said Grantees, their heirs, successors and assigns against the lawful claims of all persons whomsoever claiming by, through or under Grantor, but not further or otherwise, except as to those matters set forth above to which this conveyance is expressly made subject.

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

Witness my hand this 25th day of September, 2003.

AMSOUTH BANK

By: _____
Mark Reiber
Vice President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Mark Reiber, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and ~~who~~, upon oath, acknowledged him self to be Vice President of AmSouth Bank, the within named bargainor, and that she/he as such Vice President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of AmSouth Bank by him self as Vice President.

Witness my hand and seal, at office in Birmingham, Alabama, this 25th day of September, 2003.

My Commission Expires: MY COMMISSION EXPIRES : JANUARY 17, 2004

_____
NOTARY PUBLIC

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is $128,500.00.

_____
AFFIANT

Subscribed and sworn to before me this 30th day of September, 2003.

My Commission Expires:

11/26/05

_____
NOTARY PUBLIC