Davidson County DEEDWARR
Recvd: 08/24/06 12:44 4 pgs
Fees:23.00 Taxes:2312.50
20060824-0104532

THIS INSTRUMENT PREPARED BY:
BASS, BERRY & SIMS PLC (MSP)
315 Deaderick Street, Suite 2700
Nashville, Tennessee 37238

SPECIAL WARRANTY DEED

Address New Owner(s):	Send Tax Bills To:	Map/Parcel Number(s):
J W Carell 6440 Edinburgh Drive Nashville, TN 37221	Same	Map 133-15 Parcel 106

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 which are hereby acknowledged, BELLSOUTH TELECOMMUNICATIONS, INC., a Georgia corporation and successor in interest by merger with South Central Bell Telephone Company (the "Grantor"), has bargained and sold, and hereby transfers and conveys, to J W CARELL, his heirs and assigns (the "Grantee"), certain real property in Davidson County, Tennessee, more particularly described as follows:

Being Lot 20, as shown on the Resubdivision Part of Reserved Parcel "A", Travis Park, of record in Plat Book 4175, page 125, Register's Office for Davidson County, Tennessee, and being described according to a survey made by Barge, Waggoner and Sumner, Engineers, dated January 23, 1970, as follows:

Beginning at an existing angle iron in the northerly margin of Welch Road, said point being the common corner of said described tract, and the Pagoda Garden Apartments, as of record in Book 4161, page 504, and Book 4193, page 77, Register's Office; thence with said northerly margin in a northwesterly direction North 83° 14' West 76.6 feet to an existing angle iron beginning of a curve; thence, with said curve to the left, 123.47 feet to an existing angle iron said curve having a radius of 4823.52', central angle of 1° 28' and a tangent distance of 61.74'; thence North 84° 42' West 22.5' to an existing monument beginning of a curve; thence with said curve to the right 47.12' to an existing monument in the easterly margin of Travis Drive, beginning of a curve to the left, said described curve having a radius of 30.00', central angle of 90 degrees 00' and a tangent distance of 30.00'; thence with said easterly margin of Travis Drive, and said curve to the left 480.00' to a point, the common corner of said described tract, and the Pagoda Garden Apartments, said curve having a radius of 538.08', central angle of 51 degrees 06' 40" and a tangent distance of 257.29'; thence with the line of Pagoda Garden Apartments, North 44° 09' East 100.0' to an existing angle iron; thence South 70 degrees 27' East 104.8' to an existing angle iron; thence South 34 degrees 31' East 76.9' to an existing

angle iron; thence South 25 degrees 06' East 153.4' to an existing angle iron; thence South 11 degrees 24' East 153.1 feet to an existing angle iron; thence South 84 degrees 00' East 121.9' to an existing angle iron; thence South 6° 46' West 165.0' to the point of beginning; containing 100,628 square feet or 2.31 acres, more or less.

Being property conveyed to Grantor by deed from Wilson County Memorial park, Inc. dated March 16, 1970 and recorded in Book 4406, page 537 of the Register's Office of Davidson County, Tennessee.

TO HAVE AND TO HOLD said property, together with the appurtenances, hereditaments, estate, title and interest thereto belonging, to Grantee, forever.

This is improved property known as 326 Welch Road and/or 326 Travis Drive, Nashville, Tennessee, 37211.

Said property is conveyed subject to the following matters:

1. Property taxes for 2006, a lien not yet due and payable, which taxes shall be paid in full by Grantor prior to delinquency.

2. Governmental zoning and regulations, recorded easements and other restrictions of public record.

3. Said property is hereby conveyed by Grantor to Grantee AS IS. By acceptance of this deed, Grantee hereby waives, releases and forever discharges Grantor, its directors, officers, agents and employees, and agrees to indemnify and hold harmless Grantor, its directors, officers, agents and employees, of and from any and all liabilities, causes of action, direct damages, losses, costs, expenses, known or unknown, foreseen or unforeseen, including attorney's fees which Grantee now has or which may arise in the future due to or in any way related to any physical characteristics or existing conditions, solid and hazardous wastes and hazardous substances of any kind or nature, on, under or related in any manner to the property, or any regulation applicable thereto.

Grantor covenants and binds itself and its heirs and representatives to warrant specially and defend to Grantee forever the title to said property against the lawful claims of all persons claiming through or under Grantor (excluding claims arising out of the matters set forth above), but no further or otherwise.

IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument or has caused same to be executed as of the 24th day of August, 2006.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: _____
Marty G. Dickens
State President – Tennessee

BST FORM APPROVED GSL ATTY

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration for this transfer or value of property transferred (whichever is greater) is $625,000.00.

_____
Affiant

Sworn to and subscribed before me this 22nd day of August, 2006.

_____
Notary Public

My Commission Expires:

CECILIA M. BENTON STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

NOTARY PUBLIC
Cecilia M. Benton
My Commission Expires
November 14, 2009
STATE OF TENNESSEE

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public having authority within the State and County aforesaid, **Marty G. Dickens**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the **State President - Tennessee of BELLSOUTH TELECOMMUNICATIONS, INC.**, a Georgia corporation, and is authorized by the corporation to execute this instrument on behalf of the corporation.

WITNESS my hand, at office, this 21st day of August, 2006.

Notary Public

DEBORAH S. THURMAN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

My Commission Expires NOV. 22, 2008

My Commission Expires:

11/22/2008