(2)

FDIC # M-2 thru M-8

BOOK 5254 PAGE 921

HMC #40-18-242

PREPARED BY:
Federal Deposit Insurance Corporation
401 Building, Suite 310
Chattanooga, TN 37402

Tennessee
Form FDIC-1

Send Tax Bills To:
Federal Deposit Insurance Corporation
401 Building, Suite 310
Chattanooga, TN 37402

Map and Parcel Nos.
Incorporated EC

FEB 21 80 MISC B* 8.00 * 8.00

QUITCLAIM DEED FROM TRUSTEE TO FDIC

THIS INDENTURE made and entered into this 5th day of December, 1977, by and between KYLE R. WEEMS, as Trustee in Possession of Hamilton Mortgage Corporation, Debtor (herein referred to as "Assignor"), and FEDERAL DEPOSIT INSURANCE CORPORATION, in its separate corporate capacity as Liquidator of The Hamilton National Bank of Chattanooga, Chattanooga, Tennessee (herein referred to as "Assignee").

W I T N E S S E T H:

WHEREAS, Assignor is the duly appointed Trustee in Possession of Hamilton Mortgage Corporation, Debtor in Proceedings for an Arrangement under Chapter XI, Case No. BK-1-76-264 (herein referred to as "the Arrangement"), in The United States District Court for the Eastern District of Tennessee, Southern Division, a certified copy of such appointment being recorded (at Book 5057, Page 667, ~~(as Instrument Number xxxxxxxxxxxx)~~) in the Register's Office of Davidson County, Tennessee; and

WHEREAS, Assignor has in said capacity entered into a Settlement Agreement dated September 1, 1977, between Assignor and Assignee and Federal Deposit Insurance Corporation as Receiver of The Hamilton National Bank of Chattanooga (herein "the Settlement Agreement"); and

WHEREAS, on October 17, 1977, an Order was entered by Ralph H. Kelley, Bankruptcy Judge in the Arrangement ratifying the Settlement Agreement and authorizing its performance by Trustee, a certified copy of such Order being recorded (at Book 5225, Page 244 ~~(as Instrument Number xxxxxxxxxx)~~ in the Register's Office of Davidson County, Tennessee; and

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WHEREAS, under the terms of the Settlement Agreement, Assignor agreed to transfer to Assignee all of his right, title and interest in certain properties including the hereinbelow described property and it is so hereby represented, and simultaneously herewith Assignor is transferring, conveying and assigning to Assignee by deeds and assignments all of his right, title and interest in other properties in compliance with the terms of the Settlement Agreement, and Assignee is simultaneously herewith transferring, assigning and conveying to Assignor by deeds and assignments all of its right, title and interest in properties in compliance with the terms of the Settlement Agreement; and

WHEREAS, Assignor, and Assignee by accepting this instrument, represent that the aforesaid Order is final and, together with the Settlement Agreement, are in full force and effect.

NOW, THEREFORE, Assignor for and in consideration of the sum of TEN AND NO/100THS DOLLARS ($10.00) and other good and valuable considerations in hand paid at and before the execution and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, conveyed, remised and quitclaimed, and does by these presents grant, bargain, sell, convey and forever QUITCLAIM unto Assignee, its successors and assigns, all the right, title and interest of Assignor, in and to the following described property:

> Land in Davidson County, Tennessee, being Lots Nos. 58, 59, 60, 84, 86, 98 and 100 on the Plan of Section I, Harbour Town Village of record in Book 4675, Pages 3 and 4, Register's Office for said County.

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The preceding last registered instrument relating to the property or subject matter embraced in this instrument is recorded at Book 5216, Page 80, (~~xxx Instrument Number xxxxxxxxxx~~) Register's Office of Davidson County, Tennessee.

TOGETHER with all and singular the timber, trees, buildings, structures, houses and other improvements, yards, gardens, riparian rights, easements, hereditaments, rights in general, including but not limited to oil, gas and mineral rights, reversions, remainders, rents, uses and profits, members and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said described property to Assignee, its successors and assigns forever.

IN WITNESS WHEREOF, Assignor has duly executed this instrument the day and year first above written.

KYLE R. WEEMS, as Trustee in Possession of Hamilton Mortgage Corporation, Debtor

STATE OF GEORGIA)
)
COUNTY OF FULTON)

Before me personally appeared Kyle R. Weems, Trustee, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and notarial seal at office in said county and state this 6th day of December, 1977.

Notary Public

My Commission Expires:

Notary Public, Georgia State at Large
My Commission Expires July 1980

OPAL B. TUCKER NOTARY PUBLIC GEORGIA STATE AT LARGE

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GRANTEE'S AFFIDAVIT OF NO TAX DUE

STATE OF ~~GEORGIA~~ Tennessee)
COUNTY OF ~~FULTON~~ Hamilton)

I hereby swear or affirm that to the best of my knowledge, information and belief, the Federal Deposit Insurance Corporation is a federal instrumentality created under the laws of the United States and, therefore, is exempt from paying the transfer tax imposed by the State of Tennessee.

Lawrence A Chewning
Affiant

Title: Attorney

Subscribed and sworn to before me, a notary public in and for the state and county first aforesaid, this 16th day of February, 1978.

Jana Turney
Notary Public

My commission expires:
4/06/80

NOTARY PUBLIC HAMILTON CO. TENN.

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IDENTIF. REFERENCE

FEB 21 1 40 PM '78

FELIX Z. WILSON EX REGISTER
DAVIDSON COUNTY, TENN.

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