THIS INSTRUMENT PREPARED FOR RECORDING BY:
SHANKS & BLACKSTOCK, ATTYS.
POST OFFICE BOX 1346
KNOXVILLE, TN 37901

BOOK 8564 PAGE 556

TRUSTEE'S DEED

THIS INDENTURE, made and entered into this 1st day of November, 1991, by and between GREGORY D. SHANKS, SUBSTITUTE TRUSTEE, of Knox County, Tennessee, First Party, and RESOLUTION TRUST CORPORATION, Second Party.

WITNESSETH:

WHEREAS, on the 11th day of December, 1987, Michael E. Lundergan and Vicki F. Lundergan, husband and wife, did duly execute to Michael T. Bates, Attorney, Trustee, a certain Trust Deed, which was duly recorded in the Register's Office for Davidson County, Tennessee, in Book 7425, page 231; and

WHEREAS, Gilbraltar Savings ("Old Association") was placed into receivership, and the Resolution Trust Corporation (the "RTC") was appointed Receiver on October 30, 1989, by Order of the Office of Thrift Supervision ("OTS"), pursuant to Order No. 89-350; and

WHEREAS, on October 30, 1989, the OTS, by Order No. 89-351, authorized the organization of Gilbraltar Savings, F.A. ("New Association"), and thereafter, the RTC as Receiver of the

THE NAME AND ADDRESS OF A PROPERTY OWNER:
Resolution Trust Corporation, Receiver of Gibraltar Savings
(Property Owner)
Address: 2800 North Madera Road
Simi Valley, California 93065-6298

PERSON OR ENTITY RESPONSIBLE FOR PAYMENT OF TAXES:
SAME
Address:

PARCEL ID NO. MAP 150-7, PARCEL 404

Old Association and the New Association entered into a certain Purchase and Assumption Agreement, dated October 31, 1989, under which the note and mortgage which are the subject matter of this Appointment of Substitution Trustee were transferred to the New Association; and

WHEREAS, on October 30, 1989, the OTS, by Order No. 89-352, appointed RTC as Conservator of the New Association; and

WHEREAS, on June 28, 1990, the OTS, by Order No. 90-1277, replaced the Conservator of the New Association with the RTC as Receiver of the New Association for the purpose of liquidation; and

WHEREAS, by Corporation Assignment of Deed of Trust, of record in Book 8252, page 800, in the Register's Office for Davidson County, Tennessee, all beneficial interest under that certain Note and Deed of Trust dated December 11, 1987, executed by Michael E. Lundergan and Vicki F. Lundergan, husband and wife, Borrower, to Gilbraltar MoneyCenter, Inc., a California Corporation, Lender, which Deed of Trust was recorded in Book 7425, page 231, in the Register's Office for Davidson County, Tennessee, was assigned to the Resolution Trust Corporation as Receiver for Gilbraltar Savings F. A.; and

WHEREAS, the RTC (the "Beneficiary") is the legal and equitable owner and holder of the Note and Deed of Trust; in which Deed of Trust, the following described property was conveyed, to wit:

> Land in Davidson County, Tennessee, being Lot No. 385 on the Plan of Towne Village of the Country, Section Four-B, of record in Book 6250, page 496, Register's Office for said County, to which plan reference is hereby made for a more complete description.
>
> Said Lot No. 385 fronts 65.00 feet on the Southwesterly margin of Country Way Road and extends back 130.00 feet on the Northwesterly line and 191.57 feet on the Southeasterly line to a dead line in the rear, measuring 89.53 feet thereon.

BEING the same property conveyed to Michael E. Lundergan and Vicki F. Lundergan, husband and wife, by deed recorded in the Register's Office for Davidson County, Tennessee.

THIS conveyance is made subject to applicable restrictions, building set-back lines, all existing easements, and to all conditions as shown on the recorded map.

The above description is the same as the previous deed of record, no boundary surveying having been made at the time of this conveyance.

The street address of the above described property is believed to be 3433 Country Way Road, Antioch, Tennessee 37013, but such address is not part of the legal description of the property sold herein and in the event of any discrepancy, the legal description herein shall control.

WHEREAS, by an Appointment of Substitute Trustee, dated August 14, 1991, and of record in Book 8426, page 352, in the Register's Office for Davidson County, Tennessee, the said Gregory D. Shanks, who is the First Party herein was vested with title to the above described property as Trustee, and with all the authority vested in the original Trustee.

WHEREAS, the said Trust Deed of record in Trust Book 7425, page 231, in the Register's Office for Davidson County, Tennessee, was made for the purpose of securing an indebtedness to Gilbraltar MoneyCenter, Inc.; and

WHEREAS, Gilbraltar Savings ("Old Association") was placed into receivership, and the Resolution Trust Corporation (the "RTC") was appointed Receiver on October 30, 1989, by Order of the Office of Thrift Supervision ("OTS"), pursuant to Order No. 89-350; and

WHEREAS, on October 30, 1989, the OTS, by Order No. 89-351, authorized the organization of Gilbraltar Savings, F.A. ("New Association"), and thereafter, the RTC as Receiver of the Old Association and the New Association entered into a certain Purchase and Assumption Agreement, dated October 31, 1989, under which the note and mortgage which are the subject matter of this Appointment of Substitution Trustee were transferred to the New Association; and

WHEREAS, on October 30, 1989, the OTS, by Order No. 89-352, appointed RTC as Conservator of the New Association; and

WHEREAS, on June 28, 1990, the OTS, by Order No. 90-1277, replaced the Conservator of the New Association with the RTC as Receiver of the New Association for the purpose of liquidation; and

WHEREAS, by Corporation Assignment of Deed of Trust, of record in Book 8252, page 800, in the Register's Office for Davidson County, Tennessee, all beneficial interest under that certain Note and Deed of Trust dated December 11, 1987, executed by Michael E. Lundergan and Vicki F. Lundergan, husband and wife, Borrower, to Gilbraltar MoneyCenter, Inc., a California Corporation, Lender, which Deed of Trust was recorded in Book 7425, page 231, in the Register's Office for Davidson County, Tennessee, was assigned to the Resolution Trust Corporation as Receiver for Gilbraltar Savings F. A.; and

WHEREAS, the RTC (the "Beneficiary") is the legal and equitable owner and holder of the Note and Deed of Trust; and

WHEREAS, the provisions of said Trust Deed were not complied with, and thereupon, at the request of the Resolution Trust Corporation as Receiver for Gilbraltar Savings, F.A., First Party hereto did duly advertise said property for sale, as provided in said Trust Deed by publication for three (3) successive weeks in The Nashville Tennessean, a daily newspaper published in Nashville, Tennessee, giving the time, place and terms of said sale; and

WHEREAS, on the 1st day of November, 1991, at about eleven o'clock A. M. at the front door of the County Court House in Nashville (Davidson County), Tennessee, (the time and place fixed in said Notice and publication), the property was offered for sale at public auction, for cash in hand and in bar of all homestead rights, the statutory right of redemption and the

equity of redemption, as provided in said Trust Deed, and being cried for a reasonable time was finally struck off to Second Party hereto at its bid of NINETY-TWO THOUSAND SEVENTY-THREE AND 50/100ths DOLLARS ($92,073.50), it being the highest and best bid, which sum was in hand paid, and applied by First Party to the expenses of this foreclosure and then to the indebtedness due the Resolution Trust Corporation as Receiver for Gilbraltar Savings, F. A., as directed and provided in said Trust Deed.

NOW THEREFORE, in consideration of the premises and for the sum so aforesaid bid and paid by Second Party, First Party hereto does hereby bargain, sell, transfer and convey unto the said Second Party, its successors and assigns, the parcel or lot of land hereinabove described, together with all improvements, hereditaments, buildings, easements and appurtenances thereon and thereunto belonging and appertaining, as an inheritance in fee and free from all homestead rights and equity of redemption in the makers of said Trust Deed, and all persons claiming by, through or under First Party.

First Party covenants that as Trustee, he is lawfully seized of said property and has good right to convey and will and does warrant unto Second Party, its successors and assigns, the title to said property, as against all persons claiming by, through or under First Party as Trustee, but no further or otherwise. This conveyance is made, however, subject to any and all unpaid taxes or liens, both recorded and unrecorded, which Second Party hereby assumes.

This conveyance is made subject to any present or future claims or action arising under the U. S. Bankruptcy Act or any State insolvency or creditor's law.

IN WITNESS WHEREOF, the said First Party has executed this instrument the day and year first above written.

GREGORY D. SHANKS, SUBSTITUTE TRUSTEE

STATE OF TENNESSEE)
: ss.
COUNTY OF KNOX)

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Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, GREGORY D. SHANKS, SUBSTITUTE TRUSTEE, the within named bargainor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and seal at office, in Knox County, this 4th day of December, 1991.

Patricia C. Bellah
NOTARY PUBLIC

P. C. BELLAH NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission Expires:
12.24.92

88983

IDENTIF. REFERENCE

MAR 3 10 17 AM '92
FELIX Z. WILSON REGISTER
DAVIDSON COUNTY TN.

MAIL ENV.

I hereby swear or affirm that the actual consideration or true value of the transfer, whichever is greater, is $92,073.50. Affiant: _____.

Subscribed and sworn to before me this 4th day of December, 1991.

Notary Public Patricia C. Bellah

P. C. BELLAH NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

2604 03 0101 03CHECK 18.00

GDS/pb/3.4/Lundergan.TD