PREPARED BY
SATURN & MAZ ER, ATTORNEYS
212 THIRD AVE., NORTH
NASHVILLE, TN 37201

SPECIAL WARRANTY DEED
(WITH VENDOR'S LIEN)

Loan Number: 4600141

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STATE OF TENNESSEE)

COUNTY OF DAVIDSON) } KNOW ALL MEN BY THESE PRESENTS:

THAT RESOLUTION TRUST CORPORATION as receiver for MERITBANC SAVINGS ASSOCIATION ("Grantor"), for and in consideration of the sum of Ten Dollars ($10.00) cash and other good and valuable consideration paid by A. E. GRIFFIN, a single person ("Grantee"), whose mailing address is:

707 Laurel Hill Drive
Old Hickory, TN 37138,

and in further consideration of the execution and delivery by Grantee of a certain promissory note (the "Note") of even date herewith in the principal amount of $39,000.00 bearing interest as therein provided and payable to RESOLUTION TRUST CORPORATION as receiver for MERITBANC SAVINGS ASSOCIATION ("Lender"), said Note being secured by a Deed of Trust (the "Deed of Trust") of even date herewith from Grantee to a Trustee for the benefit of Lender, the Lender, at the special instance and request of Grantee, having advanced the principal sum of the Note as a portion of the purchase price of the Property (as hereinafter defined), HAS GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents DOES GRANT, BARGAIN, SELL and CONVEY unto Grantee all that certain land situated in Davidson County, Tennessee, together with all appurtenances thereon or in anywise appertaining thereto and all buildings, structures, fixtures and improvements located thereon (said land, improvements and appurtenances being herein together referred to as the "Property"), said land being described as follows:

BEING Unit No. 707 on the Plan of Laurel Hill Courtyard Homes of record in Plat Book 6900, page 573, Register's Office, Davidson County, Tennessee, and as established by a Master Deed of record in Book 7466, page 438, and as amended in Book 7717, page 82, Register's Office, Davidson County, Tennessee.

BEING part of the same property conveyed to MeritBanc Savings Association by deed from Colman B. Hoffman, Substitute Trustee, of record in Book 8020, page 395, Register's Office for Davidson County, Tennessee.

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

This conveyance is made subject to all reservations, covenants, conditions, easements and right-of-way of record, if any, to the extent the same are valid and subsisting and affect the Property, and except for ad valorem taxes assessed against the Property for the calendar year in which this conveyance becomes effective (the liability for which is hereby assumed by Grantee).

TO HAVE AND TO HOLD the Property unto Grantee, and Grantee's heirs, legal representatives, successors and assigns forever, and Grantor does hereby bind Grantor, and Grantor's heirs, legal representatives, successors and assigns to WARRANT and FOREVER DEFEND, all and singular the Property unto Grantee and Grantee's heirs, legal representatives, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, subject, however, as aforesaid.

For the same consideration, Grantor hereby GRANTS, BARGAINS, SELLS AND CONVEYS to Grantee, without warranty express or implied, all interest, if any, of Grantor in (i) strips or gores, if any, between the Property and abutting properties and (ii) any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or adjacent to the Property.

It is expressly agreed and stipulated that a vendor's lien and superior title are retained against the Property until the Note, and all interest thereon, are fully paid according to its face and tenor, effect and reading, when this deed shall become absolute. Said vendor's lien and superior title are hereby assigned and

dlf * See Addendum attached hereto and made a part hereof.

transferred by Grantor to Lender.

EXECUTED this 5th day of ~~February~~ March, 1992.

GRANTOR(S):

RESOLUTION TRUST CORPORATION as receiver for
MERITBANK SAVINGS ASSOCIATION

BY: _____
Donald L. Fraure
Attorney-in-Fact

STATE OF TEXAS)
COUNTY OF ~~BRAZOS~~ Harris)

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Donald L Fraure with whom I am personally acquainted and who upon his oath acknowledged himself to be the Attorney-in-Fact of the Resolution Trust Corporation as Receiver for MeritBanc Savings Association the within named bargainor, and corporation, and that he as such Attorney-in-Fact executed the foregoing instrument for the purposes therein contained by signing the name of the corporation, by the said Donald L. Fraure as such Attorney-in-Fact.

Witness my hand and official seal at Office at _____, Texas on this the 5 day of ~~February~~ March, 1992.

NOTARY PUBLIC
STATE OF TEXAS

DIANA VILLALPANDO
Notary Public in the State of Texas
My Commission Expires 11-15-92

Diana Villalpando
NOTARY PUBLIC

My Commission Expires:

STATE OF TEXAS)
COUNTY OF ~~BRAZOS~~ Harris)

9725 03/24 0101 03CHECK 191.30

ADDENDUM TO DEED

BY THE ACCEPTANCE OF THIS DEED, GRANTEE TAKES THE PROPERTY "AS IS" EXCEPT FOR THE WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN. GRANTO$ HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION, LAYOUT, FOOTAGE EXPENSES, ZONING, OPERATION, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY, AND GRANTEE HEREBY EXPRESSLY ACKNOWLEDGES THAT NO SUCH REPRESENTATAIONS HAVE BEEN MADE, GRANTOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, MARKETABILITY, FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE OR OTHERWISE EXCEPT AS SET FORTH AND LIMITED HEREIN. ANY IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED AND EXCLUDED.

Current ad valorem taxes on the Subject Property having been prorated, Grantee hereby assumes the payment thereof.

Grantee hereby acknowledges that if RTC is not acting herein in its corporate capacity, it is either the Conservator or the Receiver of MERITBANC SAVINGS ASSOCIATION. If RTC is the Conservator of the Association, this Deed may be executed by a representative authorized by RTC, or FDIC as manager of RTC, as Conservator of the Association, and if so executed, Grantee may rely on the authority of said representative to execute this Deed for the Association.

IN WITNESS WHEREOF, this Special Warranty Deed is executed by Grantor and Grantee to be effective as of the 5th day of March, 1992.

95207

IDENTIFICATION REFERENCE

MAR 24 1 38 PM '92

L. D. Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

GRANTOR:

RESOLUTION TRUST CORPORATION,
AS RECEIVER OF MERITBANC SAVINGS ASSOCIATIO

By: _____

Name: Donald L Frame

Title Attorney-in-fact

GRANTEE:
ADDRESS NEW OWNER AS FOLLOWS:

A. E. Griffin

707 Laurel Hill Drive

Old Hickory, Tennessee 37138

MAP AND PARCEL NUMBERS

64-13-A
4D-92659

Grantee's signature:

A E Griffin

ADDRESS: SAME AS ABOVE

SEND TAX BILLS TO:
Resolution Trust Corporation
as Receiver for MeritBanc Savings Association
2223 West Loop South, 6th Floor
Houston, TX 77027

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer if $49,000.00.

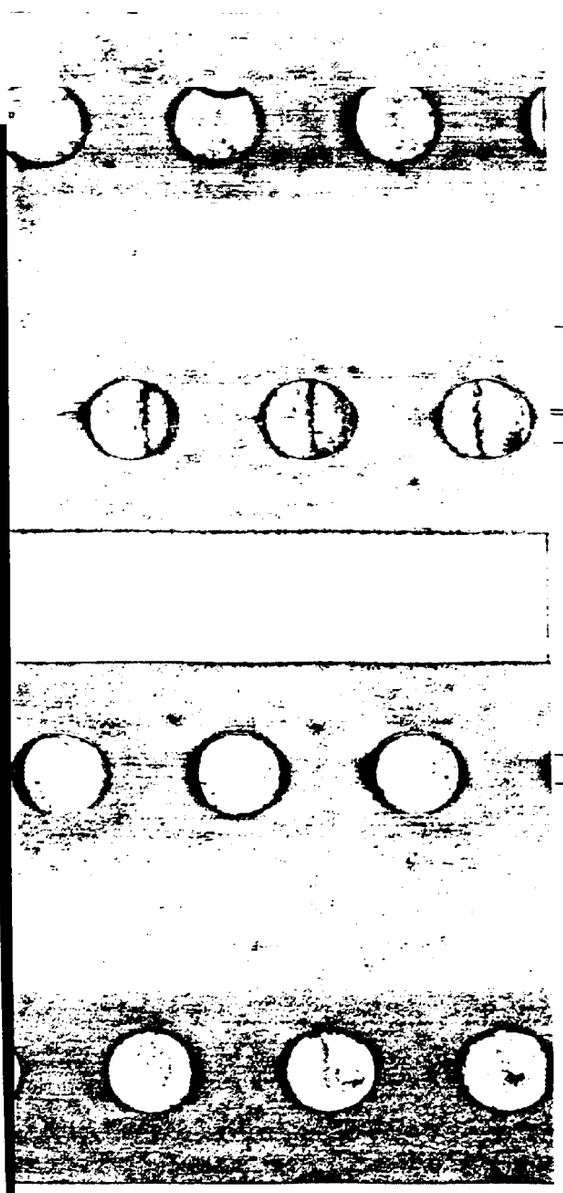
A E Griffin
AFFIANT

Subscribed and sworn to before me, this the 16th day of March, 1992.

ALAN D. FAZER NOTARY PUBLIC

My Commission Expires: 7/23/94

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE



RECEIVED OF _____

FOR _____

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CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
				CAMT 49000.00
				CON TX 181.30
				PRFEE 1.00
				WDEED 9.00
				TOTAL 191.30
				CHECK 191.30
03/24/92	01			13:36 0001 9725

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

9.5.20 7.

IDENTIFI REFERENCE

MAR 24 1 38 PM '92

F. Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 514117