BOOK 8694 PAGE 67

Loan Number: _____

STATE OF TENNESSEE)
COUNTY
THE AC
EVER IS (

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS
$ 49,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS
THE 4th DAY OF August 1992.

Deputy Register

SUBSCRI
15th D

Notary Public

MY COMMISSION EXPIRES 7/22/95

BOX 7

29991

THIS INSTRUMENT WAS PREPARED BY		
NAME	ADDRESS	
ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO	MAP-PARCEL NUMBERS
Betty A. Foust	Resolution Trust Corporation As Receiver for MeritBanc Savings Association	MAP 64-13-B
(NAME)	(NAME)	
301 Laurel Hill Drive	2223 West Loop South; 6th Floor	PARCEL 56
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Old Hickory, TN. 37138	Houston, TEXAS 77027	TAX 4D-92638
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED, GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE **RESOLUTION TRUST CORPORATION AS RECEIVER FOR MERITBANC SAVINGS ASSOCIATION** HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO **BETTY A. FOUST, A SINGLE PERSON** HEREINAFTER CALLED THE GRANTEES, 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 , TENNESSEE, BEING UNIT NO. 301 ON THE PLAN OF LAUREL HILL COURTYARD HOMES OF RECORD IN PLAT BOOK 6900, PAGE 573, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH PLAN REFERENCE IS HEREBY MADE FOR A MORE COMPLETE AND ACCURATE LEGAL DESCRIPTION.

unimproved ( )
This is improved (**X**) property, known as 301 Laurel Hill Drive, Old Hickory 37138
(House Number) (Street) (P.O. Address) (City or Town) (Postal Zip)

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 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; and we do further covenant and bind ourselves, our heirs and representatives, to WARRANT and FOREVER DEFEND the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever, 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.

BY THE ACCEPTANCE OF THIS DEED, GRANTEE TAKES THE PROPERTY "AS IS" EXCEPT FOR THE WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN. GRANTOR 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 REPRESENTATIONS HAVE BEEN MADE. GRANTOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR 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.

Grantee hereby acknowledges that if Resolution Trust Corporation is not acting herein in its corporate capacity, it is either the

Conservator or the Receiver of **MERITBANC SAVINGS ASSOCIATION** ("Association"). If Resolution Trust Corporation is the Conservator or Receiver of the Association, this Deed may be executed by a representative authorized by Resolution Trust Corporation, or Federal Deposit Insurance Corporation as manager of Resolution Trust Corporation as Conservator or Receiver of the Association, and if so executed, Grantee may rely on the authority of said representative to execute this Deed. 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 our hand this 20th day of ~~June~~ July, 1992.

BOOK 8694 PAGE 68

GRANTOR(S):
RESOLUTION TRUST CORPORATION as Receiver for MERITBANC SAVINGS ASSOCIATION
(and not in its corporate capacity)

By: _____
Donald L. Frame ATTORNEY IN FACT
Financial Institution Specialist

GRANTEE(S):

Betty A Foust
~~BETTY A. FOUST~~

STATE OF ~~TENNESSEE~~ Texas

Before me, Merilyn P. Hartley, a Notary Public in and for said County and State, aforesaid, personally appeared Donald L. Frame with whom I am personally acquainted and who upon his oath acknowledged himself to be the attorney in fact of **RESOLUTION TRUST CORPORATION AS RECEIVER FOR MERITBANC SAVINGS ASSOCIATION**, the within named bargainor, and that he as such _____ being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said _____.

Witness my hand and official seal at Houston ~~Tennessee~~ TX on this the 20 day of July, 1992.

My commission expires _____

MERILYN P. HARTLEY
COMMISSION EXPIRES
APRIL 13, 1993

Merilyn P. Hartley
Notary Public

This instrument was prepared by:

of Youngblood, Claycombe & King
500 N. Akard, Suite 1900
Dallas, Texas 75201

7626 08/04 0101 03CHECK 190.30

34095

IDENTIF. REFERENCE

AUG 4 3 58 PM '92

DAVIDSON COUNTY TN.

TN.WD

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 8694 PAGE 69

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
[illegible] 8.00
TOTAL 190.30
CHECK 190.30

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

08/04/92 01 15:59 0001 7626

34095

IDENTIF. TREFERENCE

AUG 4 3 58 PM '92

FELIX Z. WILSON
DAVIDSON COUNTY TN.

No. 557447