Btx 11

This Instrument Prepared By:
THE LAW OFFICE OF RICHARD MANSON
1314 5th Avenue North
Suite 300, Germantown Center
Nashville, Tennessee 37208
(615) 254-1600

Address of New Owner:
Resolution Trust Corporation
Colony Square, Building 100
Suite 2300, Box 68
Atlanta, Georgia 30361

Send Tax Bills To:
Same

Map & Parcel No.
92-11, Parcel 334
92-11, Parcel 335

TRUSTEE'S DEED

BOOK 8705 PAGE 728

WHEREAS, default was made in the terms, conditions and payments provided for and made in a Deed of Trust dated December 17, 1986, executed by Phillip M. Caple, Sr. and wife, Deborah H. Caple, to Glenn L. Lawrence, TRUSTEE, which is recorded in Book 7075, page 703, Register's Office for Davidson County, Tennessee; and

WHEREAS, prior to April 19, 1991. Metropolitan Federal Savings and Loan Association changed its name to Metropolitan Federal Bank, a Federal Savings Bank; and

WHEREAS, effective April 19, 1991, the Director of the Office of Thrift Supervision ("OTS"), Department of the Treasury, by Order Number 91-213, ordered Metropolitan Federal Bank, A Federal Savings Bank, Nashville, Tennessee (the "Association") closed and appointed the Resolution Trust Corporation ("RTC") Receiver for the Association.

WHEREAS, effective April 19, 1991, the OTS, by Order Number 91-213, created and chartered a new federal mutual savings association known as Metropolitan Federal Savings and Loan Association, F.A., Nashville, Tennessee ("Metropolitan Federal").

WHEREAS, on April 19, 1991, the RTC, as Receiver for the Association, entered into a Purchase and Assumption Agreement with Metropolitan Federal whereby Metropolitan Federal acquired certain assets of the Association, including the property described in the above Deed of Trust.

WHEREAS, as of April 19, 1991, the OTS took possession of Metropolitan Federal and appointed the RTC as Conservator of that institution, which appointment was accepted.

WHEREAS, on March 27, 1992, the OTS, by Order Number CIN-92-102, replaced the RTC as Conservator of Metropolitan Federal with the RTC as Receiver of Metropolitan Federal.

WHEREAS, as a result of the execution of the above referenced Purchase and Assumption Agreement by Metropolitan Federal and the RTC as Receiver of the Association, and the subsequent actions taken by the OTS, the RTC as Receiver of Metropolitan Federal succeeded to all right, title and interest in the Property pursuant to Section 212(d) (2) of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 ("FIRREA") by reference through Section 21A(b) (4) of the Home Loan Bank Act as amended by Section 501 of FIRREA.

WHEREAS, Resolution Trust Corporation as Receiver for Metropolitan Federal Savings and Loan Association, F.A., the owner and holder of the indebtedness secured by said Deed of Trust, replaced said Trustee by naming Richard Manson, as Substitute Trustee, by an instrument of record in Book 8670, Page 935, Register's Office for Davidson County, Tennessee; and

WHEREAS, I, Richard Manson, Substitute Trustee, caused said real property to be advertised in accordance with the provisions of said Deed of Trust, by giving twenty one (21) days notice by three (3) successive weekly publishing appearing in The Nashville Record, a newspaper publishing and circulated in Davidson County, Tennessee advertising that said property would be sold at 10:00 a.m., prevailing time, on August 10, 1992 at the front door of the Davidson County Courthouse, Nashville, Tennessee, to be knocked off and sold to the highest, best and last bidder for cash, and free from the equity of redemption, homestead, dower, and all other exemptions as provided in said Deed of Trust; but subject to any and all mortgages, liens, claims, and unpaid taxes which may be a lien against said property; and

WHEREAS, I, Richard Manson, Substitute Trustee, personally appeared and offered said property for sale at public outcry and the highest, best and last bid received was the sum of TWO HUNDRED TEN THOUSAND FOUR HUNDRED AND 00/100 DOLLARS ($210,400.00) by RESOLUTION TRUST CORPORATION AS RECEIVER FOR METROPOLITAN FEDERAL SAVINGS AND LOAN ASSOCIATION, F.A. hereinafter referred to as the "Grantee" and said property was knocked off and sold to the Grantee.

NOW, THEREFORE, in consideration of the premises and sum of TWO HUNDRED TEN THOUSAND FOUR HUNDRED AND 00/100 DOLLARS ($210,400.00) cash in hand paid by the Grantee, I, Richard Manson, Substitute Trustee, have this day bargained and sold and, by the premises, do transfer and convey to Grantee, its/their heirs and assigns, a certain tract or parcel of land situated in Davidson County, Tennessee, and described as follows:

> LAND in Davidson County, Tennessee, being Lot No. 112 and Lot No.113, exclusive of that portion thereof embraced within the right-of-way, of Charlotte Avenue, both of Block No. 9, Division "B", on the Plan of the Murphy Land Company property of record in Book 161, page 126, Register's Office for said County, as shown on an unregistered plan subdividing said blocks into lots.
>
> According to said unregistered plan, said Lot No. 112 front 50 feet on the westerly side of Arena Avenue and runs back between parallel lines 164 feet to an alley and Lot No. 113 fronts 61.9 feet on the westerly side of Arena Avenue and runs back 164 feet on the southerly line and 170 feet on the northerly line, with the southerly margin of Charlotte Avenue, formerly Cedar Street, to an alley measuring 107.8 feet thereon. There is, however, excluded from this conveyance that portion of Lot No. 113 embraced within the right-of-way of Charlotte Avenue.
>
> Being the same property conveyed to Dr. Phillip M. Caple, Sr. and wife, Deborah H. Caple by deed from Edward L. Moore and wife, Sunee Moore, of record in Book 5878, page 663, Register's Office of Davidson County, Tennessee.

Said property is known as 339 and 341 Arena Avenue, Nashville, Tennessee.

To have and to hold the said tract or parcel of land with the appurtenances, estate, title and interest thereto belonging to the Grantee, its/their heirs and assigns forever.

And, I covenant with the said Grantee that I am lawfully seized and possessed of said real property as Substitute Trustee only and, by these terms of the above mentioned Deed of Trust, have a good right to sell and convey the same and that same is unencumbered except for any and all mortgages, liens, claims, and any and all unpaid taxes that may be a lien against said real estate.

I further covenant and bind myself/my successors and assigns, to warrant and forever defend the title to said real estate to the Grantee, their heirs and assigns, against the lawful claims of any persons claiming by or through me as Substitute Trustee, but no further or otherwise; it being my intention only to convey to Grantee no greater title in the subject real estate that I received as Substitute Trustee and that, as Substitute Trustee, I have the right to sell and convey.

This sale is subject to all matters shown on any applicable recorded Plan; any unpaid taxes which exist as a lien against said property; any restrictive covenants, easements or setback lines that may be applicable; any matters of record; any statutory rights of redemption not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal; and any prior liens or encumbrances that may exist against the property. This sale is also subject to the rights of the United States to redeem land and/or is subject to the right of the State of Tennessee to redeem the land. Any notices and responses to the United States and/or the State of Tennessee, if any, shall be attached to this deed as exhibit(s). This sale is also subject to any matter that an accurate survey of the premises might disclose.

This the 10th day of August, 1992.

RICHARD MANSON
Substitute Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me the undersigned, a Notary Public in and for said County and State, Richard Manson, Substitute Trustee, the within named bargainor(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that the executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 10th day of August, 1992.

Notary Public

My Commission Expires: 3/26/94

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $210,400.00.

Affiant

Subscribed and sworn to before me on this 10th day of August, 1992.

Notary Public

My Commission Expires: 3/26/94

jacco\caple.td

THE LAW OFFICE OF
RICHARD MANSON
1314 Fifth Avenue North, Suite 300
Nashville, Tennessee 37208-2726
(615) 254-1600
FAX: (615) 726-1690

July 13, 1992

BOOK 8705 PAGE 732

CERTIFIED MAIL - RETURN RECEIPT REQUESTED
District Director of Tennessee
Special Procedures Branch
Internal Revenue Service
P. O. Box 1107, MDP148
Nashville, Tennessee 37202

FEDERAL TAX LIEN NOTICE

RE: **Caple, Phillip M.**
SS# [redacted]**-6767**
Property: **339 Arena Avenue and 341 Arena Avenue**
Nashville, Tennessee 37203

Notice of Federal Tax Lien: **December 11, 1989**, Book **8005**, Page **736**, Register's Office for **Davidson** County, Tennessee.

May 23, 1990, Book **8124**, Page **971**, Register's Office for **Davidson** County, Tennessee.

October 22, 1990, Book **8230**, Page **510**, Register's Office for **Davidson** County, Tennessee.

37730
IDENTIFT REFERENCE
AUG 19 9 19 AM '92
DAVIDSON COUNTY, TN

Dear Sirs:

This firm represents **Resolution Trust Corporation as Receiver for Metropolitan Federal Savings and Loan Association, F.A.**, (the "Noteholder") whose address is Colony Square, Building 100, Suite 2300, Box 68, Atlanta, Georgia 30361. Reference is hereby made to that certain Deed of Trust [(with security agreement and assignment of rents)] ([as modified to date] the "Deed of Trust") executed on **December 17, 1986** and effective as of **December 17, 1986** from **Dr. Phillip M. Caple, Sr. and wife, Deborah H. Caple**, as Grantor to **Glenn L. Lawrence**, TRUSTEE for Metropolitan Federal Savings and Loan Association, F.A., recorded in Book **7075**, Page **703**, of the Register's Office for **Davidson** County, Tennessee, covering certain real estate more particularly described below (the "Property"), and securing a **$ 436,000.00** promissory note therein, (the "Note") executed by Grantors to the Noteholder.

The **Grantors, Dr. Phillip M. Caple and wife, Deborah H. Caple**, have defaulted under the terms of the Deed of Trust, and the Noteholder has declared the unpaid principal sum of the Note, together with all accrued interest thereon to be due and payable. The property has been posted for foreclosure, and unless the Noteholder receives payment in full of all sums owing on the Note along with other charges due, the Noteholder, according to the terms of the Note and Deed of Trust, the liens created under the Deed of Trust will be foreclosed on **August 10, 1992.**

The Internal Revenue Service has filed notices of federal tax liens (the "Notice") which are junior to the lien evidenced by the Deed of Trust. The purpose of this letter is to give you notice of this sale as provided in Section 425(c) of the Internal Revenue Code. The notice, copy of which is enclosed herewith, is more particularly described as follows:

1. Notice prepared and signed on **December 11, 1989**, and filed by the Department of Revenue in Book **8005**, Page **736**, Register's Office for **Davidson** County, Tennessee, against taxpayers **Dr. Phillip M. Caple and wife, Deborah H. Caple**, a notice filed. (Unpaid Assessment $ 101,773.71).

2. Notice prepared and signed on **May 23, 1990**, and filed by the Department of Revenue in Book **8124**, Page **971**, Register's Office for **Davidson** County, Tennessee, against taxpayers **Dr. Phillip M. Caple and wife, Deborah H. Caple**, a notice filed. (Unpaid Assessment $ 68,848.28).

3. Notice prepared and signed on **October 22, 1990**, and filed by the Department of Revenue in Book **8230**, Page **510**, Register's Office for **Davidson** County, Tennessee, against taxpayers **Dr. Phillip M. Caple and wife, Deborah H. Caple**, a notice filed. (Unpaid Assessment $49,213.83).

The property is more particularly described as follows:

> LAND in Davidson County, Tennessee, being Lot No. 112, and Lot No. 113, exclusive of that portion thereof, embraced within the right-of-way, of Charlotte Avenue, both of Block No. 9 Division "B", on the Plan of the Murphy Land Company property of record in Book 161, Page 126, Register's Office for said County, and shown on an unregistered plan subdividing said blocks into lots.
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> According to said unregistered plan, said Lot No. 112 fronts 50 feet on the westerly side of Arena Avenue and runs back between parallel lines 164 feet to an alley and Lot No. 113 fronts 61.9 feet on the westerly side of Arena Avenue and runs back 164 feet on the southerly line and 170 feet on the northerlyline, with the southerly margin of Charlotte Avenue, formerly Cedar Street, to an alley measuring 107.9 feet thereon. There is, however, excluded from this conveyance that portion of Lot No. 113 embraced within the right-of-way of Charlotte Avenue.
>
> Being the same property conveyed to Dr. Phillip M. Caple Sr. and wife, Deborah H. Caple by deed from Edward L. Moore and wife, Sunee Moore of record in Book 5878, Page 663, Register's Office of Davidson County, Tennessee.

The undersigned, acting as Successor Trustee under the Deed of Trust, in accordance with the Deed of Trust and all applicable laws intends to sell the property to the highest bidder for cash at public auction at the courthouse door of **Davidson** County, on **August 10, 1992** at **10:00 a.m.**, prevailing time. The property will be sold as an entirety or in such parcels as the Trustee may elect. Out of the money arising from the sale, the Successor

Trustee shall pay first all the expenses of advertising the sale or making the conveyance, including a reasonable commission to himself, which commission to himself, which commission shall be due and owing in addition to the attorneys' fees provided for in any instrument evidencing the indebtedness secured hereby and then to the Noteholder the full amount of principal, interest, attorneys' fees and other charges due and unpaid on the property, and all other indebtedness secured hereby, rendering the balance of the sales price, if any, grantor, his successors and assigns and the recitals of the conveyance of the purchaser shall be fulland conclusive evidence of the truth of the matters therein stated and all prerequisites to said sale shall be performed and such sale and conveyance shall be conclusive against grantor, his successors and assigns.

The remaining principal balance on the Note as of **July 14, 1992** was **$378,983.93.** The balance bears interest at a daily rate of **$115.80**; the interest due on the Note by **July 14, 1992** will be **$58,122.48**. Attorneys' fees are not expected to exceed **$ 1,650.00**. These figures represent a total obligation of **$438,756.41** as of July 14, 1992.

Please direct all correspondence concerning this matter to this office at the addres given on this letterhead.

Sincerely,

Richard Manson

Richard Manson
Attorney at Law

RM/ae

cc: 92-166

Internal Revenue Service

District
Director

Department of the Treasury

801 Broadway MDP 148
Nashville, Tennessee 37203

Person to Contact:
Mae Caldwell
Telephone Number:
(615) 736-2338
Refer Reply to:
[redacted]-6767
Date:
July 28, 1992

RICHARD MANISON

1314 FIFTH AVENUE NORTH, SUITE 300
NASHVILLE TN 37208

BOOK 8705 PAGE 735

Re: Notice of Sale
Taxpayer: CAPLE, PHILLIP
Property Address: 339 & 341 ARENA AVENUE
NASHVILLE, TN 37203

Dear Mr. Manison:

We received your notice of non-judicial foreclosure concerning the property of the taxpayer identified above. The notice was filed on time and contains all of the required information.

If the property is sold for more than the total of the liens that are senior to the Federal tax lien, the government is entitled to the surplus proceeds. Please send any surplus proceeds to the Internal Revenue Service, 801 Broadway MDP 148, Nashville, Tennesee 37202, ATTENTION Special Procedures Function.

Thank you for your cooperation.

Sincerely,

Chief, Advisory Section
Special Procedures Branch

1718 08/19 0101 03CHECK 32.00

[redacted]