BX 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.
075-7-210

BOOK 8714 PAGE 940

TRUSTEE'S DEED

WHEREAS, Marion Thurman and wife, Eva Thurman executed a Deed of Trust to Attorneys Title Company, Inc., TRUSTEE, dated October 30, 1985 to secure the payment of indebtedness more particularly described payable to Metropolitan Federal Savings and Loan Association, which is of record in Book 6722, Page 352, Register's Office for Davidson County, Tennessee, to which reference is here made; and the said Deed of Trust was erroneously released in Book 6973, Page 104, said Register's Office; and was reinstated by Affidavit of Cancellation of Release and Reinstatement of Deed of Trust of record in Book 7040, Page 978, said Register's Office; and

WHEREAS, the Note and Deed of Trust were amended by Modification and Restatement of Note and Deed of Trust dated July 7, 1986, entered into between Marion Thurman and wife, Eva Thurman, and Lender of record in Book 7018, Page 936, said Register's office; and

WHEREAS, by Warranty Deed of record in Book 7314, Page 860, said Register's Office, Marion Thurman and wife, Eva Thurman, conveyed the real property secured by the Deed of Trust to Union Financial Corporation ("UFC") and the indebtedness evidenced by the Note and secured by the Deed of Trust was assumed by UFC, and Marion Thurman and wife, Eva Thurman, were released from liability thereon; and

WHEREAS, Union Financial Corporation conveyed the real property to James Farrell, Jr., and wife, Sheila S. Farrell, of records in Book 7566, Page 859, Register's Office for Davidson County, Tennessee; and

WHEREAS, James A. Farrell, Jr. and wife, Sheila S. Farrell, executed a Modification and Assumption Agreement with Release, dated May 27, 1988, to secure the payment of indebtedness more particularly therein described payable to Metropolitan Federal Savings and Loan association , which is of record in Book 7566, Page 862, Register's Office for Davidson County, Tennessee, to which reference is here made; and

WHEREAS, default was made in the terms, conditions and payments provided for and made in the Deed of Trust, to Attorney's Title Company, Inc., TRUSTEE, which is

recorded in Book 6722, page 352 Register's Office for Davidson County, Tennessee; which was assumed by James A. Farrell, Jr., and wife Sheila S. Farrell upon execution of a Modification and Assumption Agreement with Release dated May 27, 1988, recorded in Book 7566, page 862, 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 8635, Page 313, 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 21, 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 FORTY ONE THOUSAND EIGHT HUNDRED TWENTY-ONE AND 28/100 DOLLARS 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 FORTY ONE THOUSAND EIGHT HUNDRED TWENTY-ONE AND 28/100 DOLLARS 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. 35A, on the Plan of Rachel's Square, Section Two, Zone Lot Division Lots 23, 24, 25, 27, 29, 30, 31, 32, 33, 34, 35, 37, 38, 39, 40, 41, 42 , 43, 45, 46 and 48, as shown on the plan of record in Book 6250, page 540, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.
>
> Being the same property conveyed to James A. Farrell, Jr., and wife, Sheila S. Farrell by Deed from Union Financial Corporation of record in Book 7566, page 859, Register's Office for Davidson County, Tennessee.
>
> Said property is located at 730 Rachel's Trail, Hermitage, Tennessee 37076.

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 21st 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 21st 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 $41,821.28

Affiant

Subscribed and sworn to before me on this 21st day of August, 1992.

Notary Public

My Commission Expires: 3/26/94

4091.

IDENTIFICATION REFERENCE

AUG 31 12 07 PM '92

A. Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

538.00 92/08/31 0101 03CHECK 16-00

mstfed\farrell.td