Loan Number: _____

BOX 7

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $40,000.00

Cecilia K. O'Brien
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 5th DAY OF October, 1992.

Notary Public

MY COMMISSION EXPIRES 7/23/94

BOOK 8766 PAGE 544

THIS INSTRUMENT WAS PREPARED BY
Saturn and Mazer Title Services,Inc., 212 Third Avenue North
Nashville, TN 37201.

NAME	ADDRESS	
ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO	MAP-PARCEL NUMBERS
Cecilia K. O'Brien	Resolution Trust Corporation as	64-13-B
(NAME)	(NAME) Receiver for MeritBanc Savings Association	Parcel 57
302 Laurel Hill Drive, #302	2223 West Loop South; 6th Floor	
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Old Hickory, TN 37138	Houston, Texax 77027	
(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 **CECILIA K. O'BRIEN, A SINGLE WOMAN** 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. 302 ON THE PLAN OF LAUREL HILL COURTYARD HOMES, AS OF RECORD IN BOOK 6900, PAGE 573, REGISTER'S OFFICE, DAVIDSON COUNTY, TENNESSEE, TO WHICH PLAN REFERENCE IS HERE MADE FOR A MORE COMPLETE LEGAL DESCRIPTION.

unimproved ( )
This is improved (**X**) property, known as 302 Laurel Hill 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 14 day of October, 1992.

BOOK 8766 PAGE 545

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

By: _____
MICHAEL S. GAVIN ATTORNEY IN FACT

GRANTEE(S):

Cecilia K. O'Brien
CECILIA K. O'BRIEN

STATE OF ~~TENNESSEE~~ Texas

Before me, Teri B. Murphy, a Notary Public in and for said County and State, aforesaid, personally appeared MICHAEL S. GAVIN, 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 ATTORNEY IN FACT being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said ATTORNEY IN FACT.

Witness my hand and official seal at _____, ~~Tennessee~~ Texas, on this the 14th day of October, 1992.

My commission expires _____

_____
Notary Public

TERI B MURPHY
Notary Public
State of Texas
Comm. Exp. 1-23-94

This instrument was prepared by:

Kerri Pierson
of **Youngblood, King & Smyth**
500 N. Akard, Suite 1900
Dallas, Texas 75201

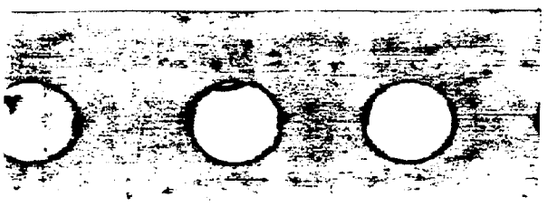
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5 8 0 0 5

IDENTIFICATION REFERENCE

Oct 26 1 36 PM '92

DAVIDSON COUNTY, TN

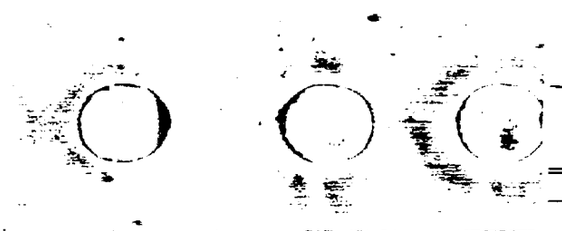


OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 8766 PAGE 546



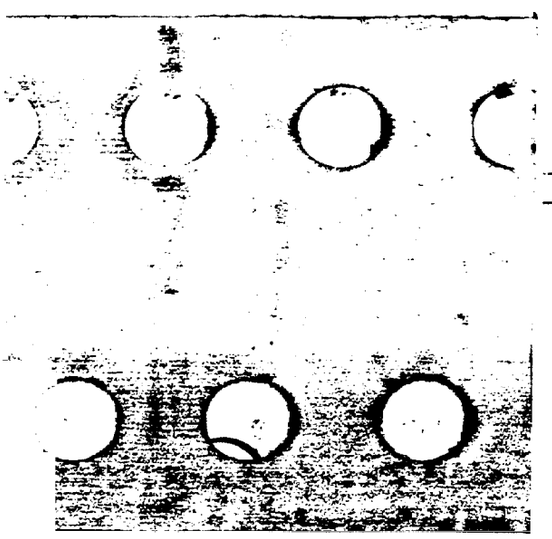
CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT	40000.00
CON TX	148.00
PRFEE	1.00
WDEED	8.00
TOTAL	157.00
CHECK	157.00

10/26/92 01 13:34 0001 4260

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK



5805.

IDENTIFICATION REFERENCE

OCT 26 1 36 PM '92

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 583701