File Box 30

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

6.6.7.4.8.

IDENTIFICATION REFERENCE

Address of New Owner:
Continental Development and Construction, Inc.
306 S. Cameron Court
Hermitage, TN 37076

Send Tax Bills To:
Owner

Map & Parcel No.
130-15-20

Nov 20 12 33 PM '92
DAVIDSON COUNTY, TN

BOOK 8792 PAGE 673

TRUSTEE'S DEED

WHEREAS, default was made in the terms, conditions and payments provided for and made in a Deed of Trust dated July 19, 1984, executed by Douglas E. Phillips, Unmarried, to Attorneys Title Company, Inc., Trustee, which is recorded in Book 6342, page 878, 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 8677, Page 101, 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 10:30 A.M., prevailing time, on September 18, 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 **ONE HUNDRED NINETEEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($119,500.00)** by **Continental Development and Constructions, Inc.** 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 **ONE HUNDRED NINETEEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($119,500.00)** 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. 6 on the Map of Harpeth Valley Estates, Section One, as of record in Book 1835, page 86, Register's Office for said County, to which plan reference is hereby made for a more complete description.
>
> Being the same property conveyed to Douglas E. Phillips, unmarried person, by deed from Ria Seidemann, a widow, of record in Book 5961, page 459, Register's Office for said County.
>
> Said property is located at 2809 Tyne Blvd. Nashville, Tennessee 37205.

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 28th day of October, 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 28 day of October, 1992.

Notary Public

My Commission Expires: 3/26/94

STATE OF TENNESSEE)
COUNTY OF)

The actual consideration or value, whichever is greater, for this transfer is $ 119,500 ac.

Affiant

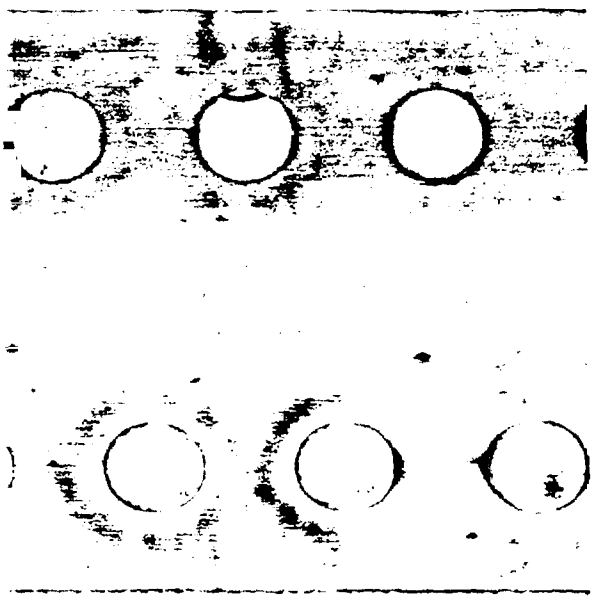
Subscribed and sworn to before me on this 28 day of Oct, 1992.

Notary Public

My Commission Expires: 11-27-93

mefted\phillips.td

92 117 20:01:03 CHECK 455.15



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

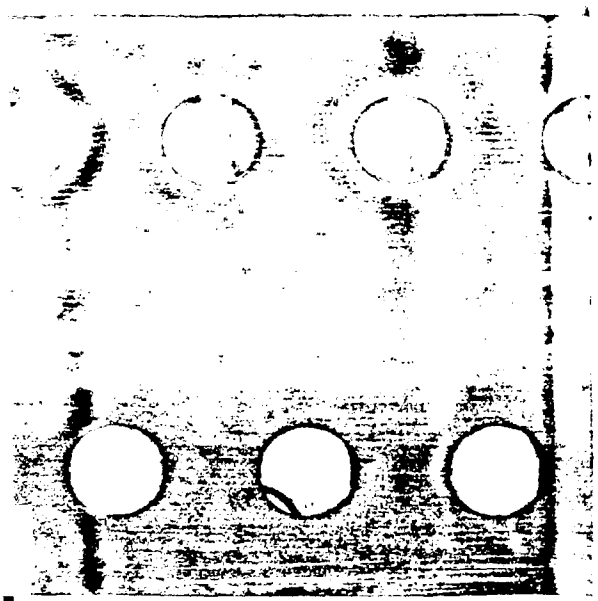
RECEIVED OF _____

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	119500.00
			CON TX	442.15
			PRFEE	1.00
			WDEED	12.00
			TOTAL	455.15
11/20/92	01	12:31 0001	CHECK	455.15



RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

6.6.7.4.8.

IDENTIFICATION REFERENCE

NOV 20 12 33 PM '92

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 593258