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.
**142-08-B-94 CO**

0010 12/09 0101 03CHECK 28.00

## TRUSTEE'S DEED

**WHEREAS**, default was made in the terms, conditions and payments provided for and made in a Deed of Trust dated July 1, 1981, executed by Carolyn Elizabeth Matthews, unmarried, to Attorneys Title Company, Inc., TRUSTEE, which is recorded in Book 5765, page 528, Register's Office for Davidson County, Tennessee; and

**WHEREAS**, Carolyn Elizabeth Matthews, unmarried executed a Modification and Assumption Agreement with Release dated April 7, 1987, to secure the payment of indebtedness more particularly therein described payable to Metropolitan Federal Savings and Loan Association, which is of record in Book 7231, Page 207, Register's Office for Davidson County, Tennessee; re-recorded in Book 7275, Page 226, Register's Office for Davidson County, Tennessee; re-recorded in Book 7454, Page 940, Register's Office for Davidson County, Tennessee to which reference is here made; and

**WHEREAS**, by Warranty Deed dated April 7, 1987, of record in Book 7231, Page 204; re-recorded in Book 7273, Page 983, said Register's Office, Carolyn Elizabeth Matthews, unmarried, conveyed the real property secured by the Deed of Trust to James D. Gilmore, unmarried, and the indebtedness evidenced by the Note and secured by the Deed of Trust was assumed by James D. Gilmore; and Carolyn Elizabeth Matthews, unmarried, was released from liability thereon; 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 8724, Page 586, 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 October 7, 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 SIXTY SEVEN THOUSAND EIGHT HUNDRED SIXTY FOUR AND 32/100 DOLLARS ($67,864.32) 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 SIXTY SEVEN THOUSAND EIGHT HUNDRED SIXTY FOUR AND 32/100 DOLLARS ($67,864.32) 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 part of the Plan of Coronada, a Condominium, Phase IV, as of record in Book 5200, Page 217, said Register's Office, the part hereby described being:
>
> Unit No. 9 on said Plan, located at 304 Chimney Hill, as shown in and described by the Master Deed, as amended, establishing a Horizontal Property Regime of Coronada, a condominium, Phase IV.
>
> BEING part of the same property conveyed to James D. Gilmore by Deed from Carolyn Elizabeth Matthews, of record in Book 7231, page 204, re-recorded in Book 7273, Page 983, Register's Office of Davidson County, Tennessee.
>
> Said property is known as 304 Chimney Hill Drive, Nashville, Tennessee 37221.

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 8th 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 8th day of October, 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

$67,862.34

Affiant

Subscribed and sworn to before me on this 8th day of October, 1992.

Notary Public

My Commission Expires: 3/26/94

7224 4

IDENTIFICATION REFERENCE

Dec 9 2 02 PM '92

DAVIDSON COUNTY, TN

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

BOOK 8809 PAGE 529

September 2, 1992

**CERTIFIED MAIL - RETURN RECEIPT REQUESTED**
District Director of Tennessee
ATTN: Ms. Mae Caldwell
Internal Revenue Service
P. O. Box 1107, MDP148
Nashville, Tennessee 37202

FILE

***FEDERAL TAX LIEN NOTICE***

RE: **Gilmore, James D.**
**SS#:** [redacted]**-7602**
**Property:** **304 Chimney Hill Drive**
**Nashville, Tennessee 37221**

Notice of State Tax Lien: **December 30, 1991**, Book **8521**, Page **253**, Register's Office for **Davidson** County, Tennessee.

Dear Ms. Caldwell:

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 **May 7, 1987** and effective as of **May 7, 1987** from **James D. Gilmore, unmarried**, as Grantor to **Glen C. Lawrence**, TRUSTEE for Metropolitan Federal Savings and Loan Association, F.A., recorded in Book **7231**, Page **210**, of the Register's Office for **Davidson** County, Tennessee, covering certain real estate more particularly described below (the "Property"), and securing a **$ 71,900.00** promissory note therein, (the "Note") executed by Grantors to the Noteholder.

The **Grantor, James D. Gilmore, unmarried**, has 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 **October 7, 1992.**

The Internal Revenue Service has filed a notice 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 a. signed on **December 30, 1991**, and filed by the Department of Revenue, State of Tennessee in Book **8521**, Page **253**, Register's Office for **Davidson** County, Tennessee, against taxpayer **James D. Gilmore**, a notice filed on **January 3, 1992**. (Unpaid Assessment $_____).

BOOK 8809 PAGE 530

The property is more particularly described as follows:

LAND in Davidson County, Tennessee, being part of the Plan of Coronada, a Condominium, Phase IV, as of record in Book 5200, page 217, said Register's Office, the part hereby described being:

Unit No. 9 on said Plan, located at 304 Chimney Hill, as shown in and described by the Master Deed, as amended, establishing a Horizontal Property Regime of Coronada, a condominium, Phase IV.

Being the same property conveyed to James D. Gilmore by deed from Carolyn Elizabeth Matthews of record in 7231, page 204, re-recorded in Book 7273, page 983, Register's Office for 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 **October 7, 1992** at **10 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 **September 1, 1992** was **$67,864.32.** The interest due on the Note by **October 7, 1992** will be **$15,096.31,** plus escrow and late fees in the amounts of **$1,002.75** and **$818.12** respectively. Attorneys' fees are not expected to exceed **$ 1,650.00**. These figures represent a total obligation of **$86,431.50.**

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: ph1/mefled
92-034

Internal Revenue Service

District
Director

Department of the Treasury

801 Broadway MDP 148
Nashville, Tennessee 37203

BOOK 8809 PAGE 531

**Person to Contact:**
Mae Caldwell
**Telephone Number:**
(615) 736-2330
**Refer Reply to:**
412-52-7602
**Date:**
September 4, 1992

RICHARD MANSON

1314 FIFTH AVENUE NORTH, SUITE 300
NASHVILLE TN 37208

Re: Notice of Sale
Taxpayer: GILMORE, JAMES D
Property Address: 304 CHIMNEY HILL DRIVE
NASHVILLE, TN 37221

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, Tennessee 37202, ATTENTION Special Procedures Function.

Thank you for your cooperation.

Sincerely,

Chief, Advisory Section
Special Procedures Branch