RTC TENNESSEE SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made the 17 day of Dec., 1992, by RESOLUTION TRUST CORPORATION, as Receiver of Hill Financial Savings and Loan Association, whose address is 1000 Adams Avenue, Norristown, PA 19403-2402, as GRANTOR, to Latonya D. Banks, a single person, whose address is 74-A University Court, Nashville, TN 37210, as GRANTEE.

Witness that Grantor, for good and valuable consideration, paid in hand at and before the sealing and delivery of this instrument, the receipt of which is acknowledged, grants to Grantee all the real property located in Davidson County, State of Tennessee, more particularly described as:

Land in Davidson County, Tennessee, and being Lot No. 36A on the plan of Zone Lot Division Lots 35, 36, 37 of Section 3, of Lakeview Hills Subdivision, as of record at Book 5200, page 680 (which amends plan at Book 5190, page 728), said Register's Office, all of which reference is hereby made and the same incorporated herein for a complete description of said lot.

Property Address Shown on tax records: 1311 Island View Court, Nashville, TN 37214,
Official Property I.D. No.: 108-16-088,
OWNERS ADDRESS - Same

together with all tenements, hereditaments and appurtenances together with all tenements, hereditaments and appurtenances thereto; subject to current real property taxes, zoning and other governmental restrictions, and all covenants, conditions, restrictions, easements, right-of-way and other matters of record, AND SUBJECT ALSO TO THE COVENANTS AND RESTRICTIONS SET FORTH IN THE LAND USE RESTRICTION AGREEMENT EXECUTED BY RESOLUTION TRUST CORPORATION, AS RECEIVER OF HILL FINANCIAL SAVINGS AND LOAN ASSOCIATION AND LATONYA D. BANKS CONCURRENTLY WITH THIS DEED.

To have and to hold, all and singular, the premises aforementioned unto said Grantee, their successors and assigns.

Grantor hereby covenants with Grantee that Grantor will forever defend Grantee against claims of all persons claiming by, through and under Grantor. No other covenants or warranties, express or implied, are given by this Special Warranty Deed.

IN WITNESS WHEREOF, Grantor has set its hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Suzanne Greve

Amy Stiller

GRANTOR:

RESOLUTION TRUST CORPORATION, as Receiver of Hill Financial Savings and Loan Association

By: _____
Attorney-in-Fact

Prepared by: Resolution Trust Corporation, 1000 Adams Avenue, Norristown, PA 19403-2402

STATE OF PENNSYLVANIA)
) ss.
COUNTY OF MONTGOMERY)

On this the 1st day of October, 1992, before me a Notary Public, the undersigned officer, personally appeared Dennis J. Lawler, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument as Attorney-in-Fact for the Resolution Trust Corporation, as Receiver for Hill Financial Savings and Loan Association, and acknowledged that he executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Stephanie A. Haase
Notary Public
My Commission Expires on: 2-19-96

NOTARIAL SEAL

Notarial Seal
Stephanie A. Haase, Notary Public
Lower Providence Twp., Montgomery County
My Commission Expires Feb. 19, 1996

RESOLUTION TRUST CORPORATION
AFFORDABLE HOUSING DISPOSITION PROGRAM

LAND USE RESTRICTION AGREEMENT:
PURCHASE OF SINGLE-FAMILY RESIDENCE OR CONDOMINIUM

ATTENTION: THIS DOCUMENT MUST BE REFERENCED IN THE DEED AND RECORDED IMMEDIATELY FOLLOWING THE RECORDATION OF THE DEED IN THE LAND RECORDS OF THE JURISDICTION IN WHICH THE PROPERTY IS LOCATED.

This LAND USE RESTRICTION AGREEMENT (the "Agreement") is entered into as of the Closing Date the 17 day of Dec, 1992, by and between Latonya D. Banks (the "Buyer") and RESOLUTION TRUST CORPORATION, acting in its capacity as Receiver of Hill Financial Savings and Loan Association ("the Seller"), and their respective successors and assigns, with respect to certain Real Property and the improvements thereon, located at 1311 Island View Court, Nashville, TN and having the legal description set forth on Exhibit "A" hereto (the "Property").

The parties, intending to be lawfully bound, for good and valuable consideration, the receipt on which is hereby acknowledged, do hereby agree as follows:

1. TERMINATION

a. This agreement shall terminate automatically, without further action by either the Buyer or the Seller, at 11:59 p.m. twelve (12) months after the Closing Date, on the 17 day of Dec, 1993 (the "Termination Date").

b. This Agreement shall terminate prior to the Termination Date, without further action by either the Buyer or the Seller, only on such date that (i) a termination statement or a release of this Agreement, executed by the Seller, is recorded by the Buyer in the land records of the jurisdiction in which the property is located; (ii) the Property is transferred pursuant to a foreclosure proceeding instituted by a Mortgagee (as defined below) that extinguishes the right, title and interest of the Buyer in the Property; or (iii) a deed in lieu of foreclosure is executed by the Buyer to a Mortgagee and recorded in the land records of the jurisdiction in which the Property is located.

c. For purposes of the Agreement, "Mortgagee" shall mean (i) the Seller; (ii) a federally insured financial institution; or (iii) an agency or corporation in the business of making home mortgage loans that has made a loan to the Buyer, secured by a first or second lien on the Property, for the purpose of financing the acquisition of, or the making of improvements to, the Property.

2. BUYER'S INTENTION TO OCCUPY THE PROPERTY AS ITS PRINCIPAL RESIDENCE. The Buyer does hereby certify that the Buyer intends to occupy the Property as the Buyer's principal residence for at least twelve (12) months from the date of this agreement.

3. RECAPTURE REQUIREMENT

a. If the Buyer, prior to the Termination Date, (i) enters into a contract with another party that results in the transfer or conveyance of his/her interest in the Property or (ii) transfers or conveys his/her interest in the Property, for payment of money, the Seller shall recapture seventy-five percent (75%) of the amount of any proceeds from the resale that exceeds the sum of (A) the original sales price for the acquisition of the Property by the Buyer, (B) the reasonable and customary closing costs incurred by the Buyer in connection with said acquisition (together, (A) and (B) total Thirty Two Thousand five hundred fifty three + 45 Dollars ($32,553.45), plus (C) the actual cost of any improvements to the Property made after the date of the Buyer's acquisition of the Property.

b. For purposes of this Agreement, "actual cost of any improvements" shall mean such costs incurred and paid by the Buyer as a result of repairs or other physical improvements performed on the Property that are evidenced through invoices, receipts and like documents.

4. SELLER'S WAIVER OF THE RECAPTURE REQUIREMENT. The Seller, in its sole discretion, may waive said recapture requirement only for good cause shown, which may include any necessary relocation of the Buyer. In the event the Buyer desires to obtain a waiver of said recapture requirement, the Buyer must notify the Seller, in writing, at the address set forth below, setting forth the reasons for such waiver request. The Buyer shall include a release of this Agreement, in recordable form prepared at the Buyer's sole expense, with his/her waiver request. After receipt of the Buyer's waiver request, the Seller shall have sixty (60) days to either grant or deny the request; in the event that the waiver request is granted, the Seller shall execute the release of this Agreement, return said release to the Buyer and, upon transfer of the Property, the Buyer shall record the release, at his/her sole expense, in the land records of the jurisdiction in which the Property is located.

5. SALE PRIOR TO TERMINATION DATE. In the event that the Buyer intends to transfer or convey his/her interest in the Property prior to the Termination Date, without a waiver of said recapture requirement, the Buyer must notify the Seller, in writing and at least sixty (60) days prior to said transfer or conveyance, at the address set forth below, of his/her intention and include the name and address of the responsible closing agent, to be notified as described below. The Buyer shall include a copy of this Agreement, copies of invoices or other written evidence of the actual cost of any improvements (in accordance with Section 3 above), and a release of this Agreement, in recordable form, prepared at the Buyer's sole expense, with said notification. The Seller shall execute the release of this Agreement and send it to said closing agent with instructions as to the calculation and payment of the recapture amount set forth in Section 3a above. The closing agent shall record the release, at the Buyer's sole expense, in the land records of the jurisdiction in which the Property is located.

6. NOTICE. All correspondence to the Seller shall be sent to the Seller at the following address: Resolution Trust Corporation, 801 Seventeenth Street, N.W., Washington, D.C. 20434-0001, Attention: Director, Affordable Housing Disposition Program.

IN WITNESS WHEREOF, the parties hereto have executed this Land Use Restriction Agreement as of the date first above written.

BUYER:

LaTonya D Banks

SELLER:

RESOLUTION TRUST CORPORATION AS RECEIVER OF HILL FINANCIAL SAVINGS AND LOAN ASSOCIATION

By:

STATE OF TENNESSEE)
) ss.
COUNTY OF DAVIDSON)

This 17th day of December, 1992, before me the undersigned, a Notary Public, personally appeared LaTonya D. Banks, known to be the person(s) who executed the foregoing instrument.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

KATHLEEN G. WARD NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission Expires: My Commission Expires Nov. 20, 1996

Notary Public

STATE OF PENNSYLVANIA)
) ss.
COUNTY OF MONTGOMERY)

This 1st day of October, 1992, before me the undersigned, a Notary Public, personally appeared Dennis J. Lauria, Attorney-in-Fact, known to be the person who executed the foregoing instrument.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

My Commission Expires: 2-19-96

Notary Public

Notarial Seal
Stephanie A. Haase, Notary Public
Lower Providence Twp., Montgomery County
My Commission Expires Feb. 19, 1996

EXHIBIT A TO
LAND USE RESTRICTION AGREEMENT:
PURCHASE OF SINGLE-FAMILY RESIDENCE OR CONDOMINIUM
BY RESIDENT HOUSEHOLD

LEGAL DESCRIPTION

Land in Davidson County, Tennessee, and being Lot No. 36A on the plan of Zone Lot Division Lots 35, 36, 37 of Section 3, of Lakeview Hills Subdivision, as of record at Book 5200, page 680 (which amends plan at Book 5190, page 728), said Register's Office, all of which reference is hereby made and the same incorporated herein for a complete description of said lot.

Property Address Shown on tax records: 1311 Island View Court, Nashville, TN 37214,
Official Property I.D. No.: 108-16-088.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $30,000.00.

Shelia Morris
Affiant

Subscribed and sworn to before me, this the 17th day of December, 1992.

STEVEN C. WATERS NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Notary Public

My Commission Expires Nov. 20, 1996

SEND TAX BILLS TO:
First Republic Mtg. Cp
3310 West End Av
Nashville TN
37203

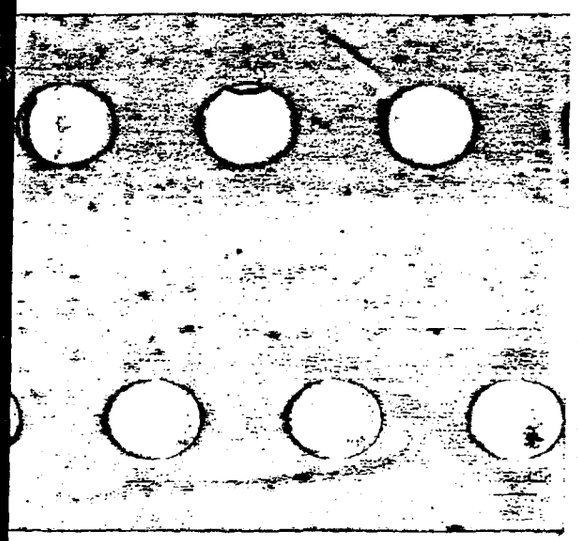
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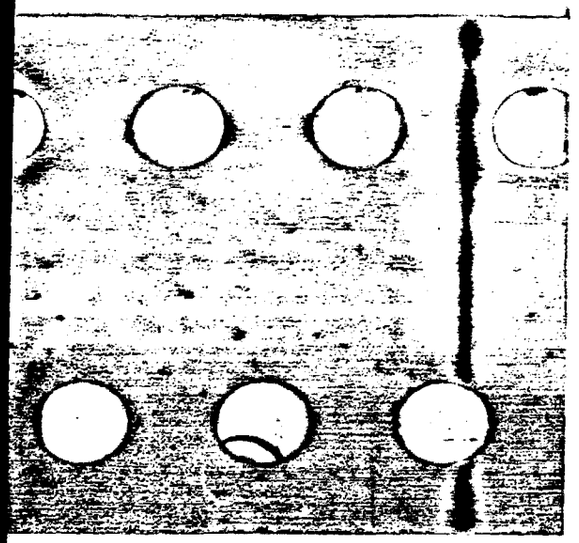
7.67.1.1.

IDENTIFICATION

Dec 23 2 50 PM '92

CLIA Z. WILSON II REGISTER
DAVIDSON COUNTY, TN





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

RECEIVED OF _____

FOR _____

BOOK 8822 PAGE 399-A

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 30000.00
CON TX 111.00
PRFEE 1.00
WDEED 16.00
TOTAL 128.00
CHECK 128.00

12/23/92 01 14:48 0001 5074

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

7.67 I.D.

IDENTIFICATION

DEC 23 2 50 PM '92

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 604218