Prepared By:
William E. Long, Jr.
Walt Dyer & James
One Burton Hills Blvd., Suite 130
Nashville, TN 37215
(615) 665-1150

SUCCESSOR TRUSTEE'S DEED

WHEREAS, on the 15th day of June, 1987, D&A Associates, a Partnership, executed a certain Construction Loan Deed of Trust, Assignment of Rents and Security Agreement (the "Deed of Trust") to Glenn L. Lawrence, Trustee for the benefit of Metropolitan Federal Savings and Loan Association, ("Met Fed") for the purpose of securing the debts and obligations therein described, which Deed of Trust is of record in Book 7268, Page 536, in the Register's Office of Davidson County, Tennessee; and

WHEREAS, prior to April 19, 1991, Old Met Fed changed its name from "Metropolitan Federal Savings and Loan Association" to "Metropolitan Federal Bank, A Federal Savings Bank"; and

WHEREAS, effective April 19, 1991, the Director of the Office of Thrift Supervision ("OTS"), by OTS Order No. 91-213, duly appointed the Resolution Trust Corporation ("RTC") to serve as sole receiver for Old Met Fed; and

WHEREAS, effective April 19, 1991, and in accordance with OTS Order No. 91-213, the RTC organized a new federal mutual savings association known as Metropolitan Federal Savings and Loan Association, F.A., Nashville, Tennessee ("New Met Fed"); and

WHEREAS, effective April 19, 1991, by a certain Purchase and Assumption Agreement between the RTC as Receiver for Old Met Fed and New Met Fed, certain assets, including the Deed of Trust, along with the debts and obligations secured thereby, were transferred to New Met Fed; and

WHEREAS, effective April 19, 1991, the OTS appointed the RTC as Conservator for New Met Fed by OTS Order No. 91-213; and

WHEREAS, effective March 27, 1992, the OTS, by OTS Order No. CIN-92-102, replaced the RTC as Conservator for New Met Fed with the RTC as Receiver for New Met Fed; and

WHEREAS, as a result of the execution of the above-referenced Purchase and Assumption Agreement and the subsequent actions taken by the OTS, the RTC as Receiver for

New Met Fed succeeded to all right, title and interest in the Deed of Trust, along with the debts and obligations secured thereby, pursuant to 12 U.S.C. §1821(d)(2), as incorporated by reference into 12 U.S.C. §1441a(b)(4); and

WHEREAS, the RTC as Receiver for New Met Fed is the owner and holder of the Deed of Trust, along with the debts and obligations secured thereby; and

WHEREAS, default having been made in the payment of the debts and the performance of the debts and obligations secured by the Deed of Trust, the RTC as Receiver for New Met Fed as the owner and holder thereof, requested the undersigned to advertise and sell the property conveyed by the Deed of Trust, according to the terms of the Deed of Trust; and

WHEREAS, in accordance with the request of the RTC as Receiver for New Met Fed, the undersigned did, in compliance with the provisions of the Deed of Trust, advertise for sale the property conveyed by the same, the advertisement for sale having been published in *The Nashville Record*, a daily newspaper published in Nashville, Davidson County, Tennessee, March 4, 11 and 18, 1993, issues of said newspaper, said sale having been advertised for Friday, March 26, 1993, at one o'clock at the front door of the Davidson County Courthouse in Nashville, Davidson County, Tennessee, at which time and place said property was offered for sale and sold to the highest and best bidder for cash; and

WHEREAS, the highest and best bid at the sale was then and there made by the Resolution Trust Corporation as Receiver for Metropolitan Federal Savings and Loan Association, F.A. to wit; a bid of Four Hundred Eighty-Three Thousand and Three Dollars ($483,003.00) for said property, which bid was then and there accepted by the undersigned as Successor Trustee.

NOW, THEREFORE, in consideration of the premises and the compliance with the terms of said bid, receipt of which is hereby acknowledged, and which amount less the expenses of said sale, has been applied toward the payment of the debts and obligations secured by the Deed of Trust, the undersigned, hereby bargains, sells, conveys, and confirms unto the said Resolution Trust Corporation as Receiver for Metropolitan Federal Savings and Loan Association, F.A., the following property situated and located in Nashville, Davidson County, State of Tennessee, to-wit:

> Land in Davidson County, Tennessee, being a part of Lot 3 of Cummings Park, Section 2, of record in Book 4595, page 140, and as modified in Book 5060, page 113, Book 5190, page 69, Book

5190, page 265 and Book 5190, page 556, Register's Office of Davidson County, Tennessee; Lot 6, Antioch Business Park, Section 2, of record in Book 5190, page 265, said Register's Office; Lot 7, Section One, Antioch, Business Park, of record in Book 5190, page 69, said Register's Office, and Lots 8-A and 8-B on the Resubdivision of Section 3, Antioch, Business Park of record in Book 5190, page 556, said Register's Office, and being more particularly described as follows:

Part of Lot 3 of Cummings Park, Section 2: Being all of Lot 3 of Cummings Park Section 2, of record in Book 4595, page 140, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description thereof. Included in the above description but specifically excluded herefrom are the following: (1) Cummings Court, a 60 foot right-of-way and cul-de-sac connecting to Cummings Park Drive as shown on the plan of Lot 7, Section One, Antioch Business Park, of record in Book 5190, page 69, said Register's Office; (2) a cemetery near the southeast corner of Lot 3 as shown on the plan thereof of record in Book 4595, page 140, said Register's Office; (3) a rectangular parcel at the southeast corner of Lot 3 being approximately 131.11 feet in length by approximately 27.08 feet in width as shown on Lot 3 of the Revised Plan of Antioch Center of record in Book 5060, page 113, said Register's Office; (4) Lot 6, Antioch Business Park, Section 2, as of record in Book 5190, page 265, said Register's Office; (5) Lot 7, Section One, Antioch Business Park, of record in Book 5190, page 69, said Register's Office; (6) Lots 8-A and 8-B on the Resubdivision of Section 3 of Antioch Business Park, of record in Book 5190, page 556, said Register's Office.

Lot 6, Antioch Business Park, Section 2: Beginning at a point on the westerly margin of Cummings Court, said point being the southeast corner of the herein described property and the northeast corner of the property marked Antioch Business Park for Future Development; thence leaving said court North 66 degrees 20 minutes 44 seconds West 301.51 feet to a point in the center of Mill Creek, thence running with the center line of Mill Creek North 35 degrees 01 minutes 40 seconds East, 60.0 feet to a point; North 38 degrees 42 minutes 35 seconds East 79.54 feet to a point; thence leaving the center of Mill Creek South 88 degrees 19 minutes 00 seconds East 259.38 feet to a point; thence South 1 degree 41 minutes 00 seconds West 189.09 feet to a point on the northerly margin of Cummings Court; thence running with said margin around a curve a distance of 76.24 feet to the point of beginning.

Lot 7, Section One, Antioch Business Park: Said Lot No. 7 fronts a total of 85.89 feet on the northerly side of Cummings Court and runs back 189.09 feet on the west lot line and 218.0 feet on the east lot line to a line in the rear which measures 80.0 feet thereon.

Lot 8-A and 8-B on the Resubdivision of Section 3, Antioch Business Park: Lot 8-A fronts a total of 92.53 feet on the northerly side of Cummings Court and runs back 218.00 feet on the west lot line and 218.88 feet on the east lot line to a line in the rear which measures 92.5 feet thereon.

Lot 8-B fronts 82.5 feet on the northerly side of Cummings Court

and fronts 193.88 feet on the west side of Cummings Park Drive, said frontage being joined by a curve having a distance of 39.27 feet and runs back 218.88 feet on the west line and 107.5 feet on the north line to a point of intersection.

Being the same property conveyed to D & A Associates, a Partnership, by deed from Paul F. Durham and wife, Nadene H. Durham, and Ralph W. Stone and wife, Geraldine Autrey Stone, of record in Book 7121, page 434, Register's Office for Davidson County, Tennessee.

Included in the above description but specifically excluded therefrom is the following:

Being a parcel of land situated in Nashville, Davidson County, TN, said parcel being a portion of the same property conveyed to Steve Asbury by Deed of record in Book 7621, Page 231, R.O.D.C., TN and being more particularly described by metes and bounds as follows:

Beginning at a point situated at the southwest intersection of Cummings Park Drive and Cummings Court, said point being situated in the westerly margin of Cummings Park Drive;

Thence, along said road, S 01 41" 00" W, a distance of 104.10 feet to a concrete monument;

Thence, leaving said road, N 84 42' 39" W, a distance of 69.28 feet to a concrete monument;

Thence, S 02 26' 23" W, a distance of 66.09 feet to a concrete monument;

Thence, S 84 54' 16" E, a distance of 66.02 feet to a concrete monument;

Thence, N 87 49' 52" W, a distance of 126.97 feet to a concrete monument;

Thence, S 02 45' 08" W, a distance of 27.08 feet to a concrete monument;

Thence, N 88 18' 58" W, a distance of 112.49 feet to an iron pin;

Thence, N 02 32' 36" E, a distance of 207.55 feet to an iron pin situated in the southerly margin of Cummings Court;

Thence, around a curve to the right having a central angle of 27 32' 23", a radius of 120.0 feet, a tangent of 29.41 feet a total length of 57.68 feet to an iron pin;

Thence, S 88 19' 00 E, a distance of 160.50 feet to a concrete monument;

Thence, around a curve to the right having a central angle of 90 00' 00", a radius of 25.00 feet, a tangent of 25.00 feet, a total length of 39.27 feet to the point of beginning and containing 1.036 acres of land more or less.

Being a portion of the same property conveyed to D & A Associates, a partnership, composed of Steve Asbury and Richard Dorland, by deed from Paul F. Durham and wife, Nadine H. Durham, and Ralph W. Stone and wife, Geraldine Autrey Stone, of record in Book 7121, page 434, Register's Office for Davidson County, Tennessee; the said Richard Dorland having since conveyed any interest he may have possessed in the above described property to Steve Asbury by quitclaim deed of record in Book 7627, page 231, Register's Office for Davidson County, Tennessee.

Said parcel of land being released, by a Partial Release, of record in Book 8060, Page 719, in said Register's Office.

TO HAVE AND TO HOLD, unto the said Resolution Trust Corporation as Receiver for Metropolitan Federal Savings and Loan Association, F.A., its heirs and assigns, in fee simple forever.

The undersigned hereby warrants the title to the above described property against the lawful claims of all persons claiming the same by, through or under the undersigned, but not further or otherwise. The conveyance of the aforesaid property is subject to unpaid property taxes, assessments, subdivision restrictions, prior building lines, and easements of record, if any, in the Davidson County Register's Office.

IN WITNESS WHEREOF, James A. Waechter, III, as Successor Trustee has hereunto set his hand this the 26th day of March, 1993.

JAMES A. WAECHTER, III
SUCCESSOR TRUSTEE
Successor trustee

STATE OF TENNESSEE
COUNTY OF DAVIDSON

On this 26th day of March, 1993, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared James A. Waechter, III, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed as Successor Trustee.

WITNESS my hand and Official Notarial Seal at office the day and year above written.

Robin S. Weakley
NOTARY PUBLIC

My Commission Expires: 5/28/1995

NOTARY PUBLIC AT LARGE TENNESSEE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

I, or we, hereby swear or affirm that, to the best of affiant's knowledge, information and belief, the actual consideration or this transfer or value of the property transferred, whichever is greater is Four Hundred Eighty-Three Thousand and Three Dollars ($483,003.00).

AFFIANT

Subscribed and sworn to before me on this 26th day of March, 1993.

NOTARY PUBLIC

My Commission Expires: 5/28/1995

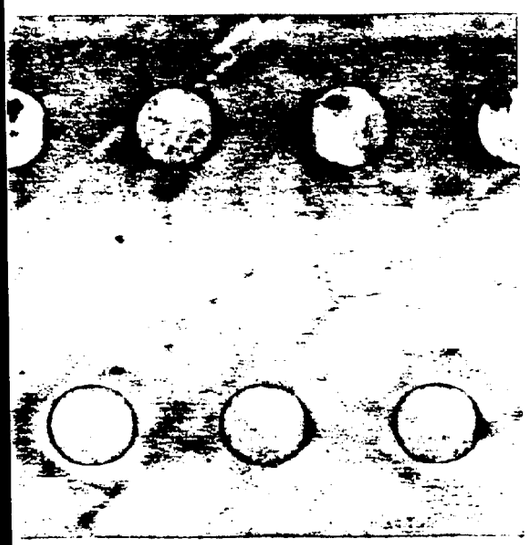
MAIL TAX NOTICE TO: JCF Partners
4451-H Parliament Place
Lanham, MD 20706

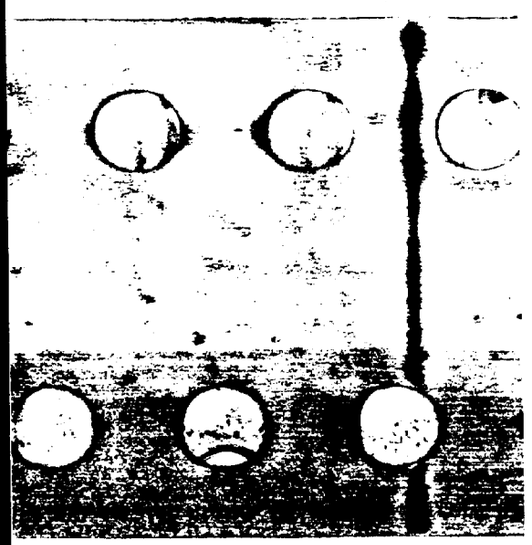
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REFERENCE

'93

'93 03/29 1101 03CHECK 1812.10





OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 8898 PAGE 415

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	
				483003.00
			CON TX	1787.10
			PRFEE	1.00
			WDEED	24.00
			TOTAL	1812.10
			CHECK	1812.10
03/29/93	01		12:36 0001	6663

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0401-7

REFERENCE

MAR 29 12 37 PM '93

No.634128