SEND TAX BILLS TO:
ATLANTIC COAST MORTGAGE COMPANY
12700 FAIR LAKES CIRCLE #400
FAIRFAX, VA 22033

MAR 142-15
PAR 8Y

PREPARED BY & RETURN TO:
WALT, DYER & JAMES, ATTY.
ONE BURTON HILLS BLVD., SUITE 25
NASHVILLE, TN 37215

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BOOK 8917 PAGE 481

FILE BOX 61

DEED

WHEREAS on May 17, 1991 the Resolution Trust Corporation ("RTC") was appointed as Receiver (the "Receiver") for Altus Bank, a Federal Savings Bank (the "Bank") by the Office of Thrift Supervision ("OTS") by OTS Order No. 91-278 pursuant to Section 5(d)(2)(H)(ii) of the Home Owners' Loan Act of 1933 ("HOLA"), as amended by Section 301 of the Financial Institutions Reform, Recovery and Enforcement Act of 1989;

WHEREAS on May 17, 1991 the Receiver entered into a Purchase and Assumption Agreement with Altus Federal Savings Bank which agreement transferred certain of the assets of the Receiver to Altus Federal Savings Bank;

WHEREAS on May 17, 1991 the OTS by Order No. 91-278 appointed the RTC as Conservator for Altus Federal Savings Bank;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, RESOLUTION TRUST CORPORATION as CONSERVATOR for ALTUS FEDERAL SAVINGS BANK, Mobile, Alabama ("Grantor") does hereby grant unto CARLO J. SMITH and JULIE L. SMITH, husband and wife, ("Grantee"), subject to all matters, disclaimers, limitations, reservations, covenants and exceptions described herein, all Grantor's right, title and interest, if any, in and to the following described real property situated in Davidson County, Tennessee, to-wit:

5870 04 05 2161 03CHECK 253.50

LAND in Davidson County, Tennessee, being Lot No. 84 on the Plan of Harpeth Valley Park, Section 1, as of the record in Book 3600, Page 93 and 94, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

(Referred to Herein as the "Property").

Grantee, by acceptance of delivery hereof, covenants, agrees and stipulates that Grantor's warranty of title shall commence and run from April 8, 1992, that date on which Grantor acquired title to the Property.

THIS CONVEYANCE IS LIMITED BY THE FOLLOWING AND MADE WITHOUT ANY WARRANTIES OR REPRESENTATIONS OR GUARANTEES OF ANY KIND, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, (EXCEPT THE LIMITED WARRANTY OF TITLE FROM APRIL 8, 1992) INCLUDING, BUT IN NO WAY LIMITED, TO THE FOLLOWING: ANY WARRANTY OF CONDITION, MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OR QUIET ENJOYMENT OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY OR IMPROVEMENTS IF ANY; ANY REPRESENTATIONS OR WARRANTIES OR GUARANTEES WITH REGARD TO COMPLIANCE WITH ANY STATE OR FEDERAL HEALTH, ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, ORDINANCES OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO THOSE

PERTAINING TO THE HANDLING, GENERATING, TREATING, STORAGE OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE; AND ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES TO (i) THE QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO, THE STRUCTURAL ELEMENTS, FOUNDATION, ROOF, APPURTENANCES, ACCESS, LANDSCAPING, PARKING FACILITIES OR THE ELECTRICAL, MECHANICAL, HVAC, PLUMBING, SEWAGE OR UTILITY SYSTEM, FACILITIES OR APPLIANCES AT THE PROPERTY, IF ANY; (ii) THE QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF SOILS OR THE EXISTENCE OF GROUND WATER AT THE PROPERTY; (iii) THE EXISTENCE, QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF ANY UTILITIES SERVING THE PROPERTY; (iv) THE DEVELOPMENT POTENTIAL OF THE PROPERTY, ITS HABITABILITY, MERCHANTABILITY OR FITNESS, SUITABILITY OR ADEQUACY OF THE PROPERTY FOR ANY PARTICULAR PURPOSE; (v) THE ZONING OR OTHER LEGAL STATUS OF THE PROPERTY; (vi) THE PROPERTY'S OR ITS OPERATIONS' COMPLIANCE WITH ANY APPLICABLE CODES, LAWS, REGULATIONS, STATUTES, ORDINANCES, COVENANTS, CONDITIONS OR RESTRICTIONS OF ANY GOVERNMENTAL OR QUASI-GOVERNMENTAL ENTITY OR OF ANY OTHER PERSON OR ENTITY; (vii) THE QUALITY OF ANY LABOR OR MATERIALS RELATING IN ANY WAY TO THE PROPERTY; OR (viii) THE PRIOR CONDITION OF TITLE TO THE PROPERTY OR THE NATURE, STATUS AND EXTENT OF ANY RIGHT OF WAY, LEASE, RIGHT OF REDEMPTION, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, COVENANT, CONDITION, RESTRICTION OR ANY OTHER MATTER AFFECTING TITLE TO THE PROPERTY; AND SUBJECT TO ALL MATTERS INCLUDING BUT NOT LIMITED TO: THE AS-IS AND PRESENT CONDITION WITH ALL FAULTS AND DEFECTS OF THE PROPERTY AND ANY IMPROVEMENTS THERETO; AND SUBJECT TO ALL RIGHTS OF REDEMPTION, EQUITABLE, STATUTORY OR OTHERWISE, IF ANY; AND SUBJECT TO ALL MATTERS WHICH WOULD BE SHOWN BY AN ACCURATE AND COMPLETE SURVEY AND INSPECTION OF THE PROPERTY AND IMPROVEMENTS, IF ANY, ON THE GROUND; AND SUBJECT TO ALL RESTRICTIVE COVENANTS; AND SUBJECT TO ALL EASEMENTS, UTILITIES AND RIGHTS-OF-WAY; AND SUBJECT TO ALL RESERVATIONS; AND SUBJECT TO ALL EXCEPTIONS, IF ANY; AND SUBJECT TO ALL TAXES; AND SUBJECT TO ALL ASSESSMENTS, CHANGE IN ASSESSMENTS, ESCAPE TAXES, AND ANY TAXES THAT MAY BE OR BECOME DUE BY REASON OF ANY CHANGE IN CURRENT USE, WHICH TAXES SHALL BE PAID BY GRANTEE AND SUBJECT TO ALL SETBACK LINE REQUIREMENTS; AND SUBJECT TO ALL STATE AND FEDERAL LAWS, REGULATIONS, RULES, ORDINANCES AND REQUIREMENTS AFFECTING USE AND TITLE TO THE PROPERTY AND IMPROVEMENTS, IF ANY; AND SUBJECT TO ALL RIGHTS OF INGRESS AND EGRESS; AND SUBJECT TO ALL MATTERS, DISCREPANCIES, CONFLICTS OR SHORTAGE IN AREA, PROPERTY OR BOUNDARY LINES OR ANY ENCROACHMENTS OR OVERLAPPING OF IMPROVEMENTS VISIBLE ON THE GROUND OR VISIBLE BY AN INSPECTION OR ACCURATE SURVEY OF THE PROPERTY AND IMPROVEMENTS, IF ANY; AND SUBJECT TO ALL MATTERS WHICH WOULD BE SHOWN BY AN ACCURATE AND COMPLETE AUDIT, TEST, SURVEY, HEALTH INSPECTION, ENVIRONMENTAL STUDY, ENGINEERING STUDY OR OTHER STUDY OF THE PROPERTY OR THE SURFACE OR SUBSURFACE OF THE PROPERTY AND IMPROVEMENTS, IF ANY; AND SUBJECT TO ALL RECORDED AND UNRECORDED MATTERS, EXCEPTIONS, COVENANTS, RESTRICTIONS, EASEMENTS, RIGHTS-OF-WAY, RESERVATIONS, AND THINGS WHICH WOULD AFFECT THE PROPERTY, TITLE TO THE PROPERTY OR USE OF THE PROPERTY OR IMPROVEMENTS, IF ANY, IN ANY WAY; AND SUBJECT TO THE RIGHTS OF OTHER PARTIES THAN GRANTOR IN AND TO THE PROPERTY AND IMPROVEMENTS, IF ANY.

TO HAVE AND TO HOLD the same, unto Grantee, his heirs and assigns, forever; subject, however, to the limitations, disclaimers, matters, exceptions, reservations and things described above.

RTC/ALTUS 12.92

IN WITNESS WHEREOF, Grantor has caused this deed to be executed in its name by its duly authorized agent and Grantees has set their hands and seals this 21 day of JANUARY, 1993.

RESOLUTION TRUST CORPORATION AS CONSERVATOR FOR ALTUS FEDERAL SAVINGS BANK, Mobile, Alabama

By: Thomas R Bandy
As Its ATTORNEY-IN-FACT

GRANTEES:

Carlo J. Smith
CARLO J. SMITH SEAL

Julie L. Smith
JULIE L. SMITH SEAL

STATE OF ALABAMA
COUNTY OF MOBILE:

I, the undersigned, a notary public in and for said county and state, do hereby certify that Thomas R. Bandy whose name as atty-in-fact of Resolution Trust Corporation as Conservator for Altus Federal Savings Bank, Mobile, Alabama and signed to the foregoing Deed and who is known to me acknowledged before me on this day, being informed of the contents of said instrument, he as atty-in-fact and with full authority, executed the same voluntarily for and as the act of said Conservator, as of this date.

Given under my hand and official notarial seal, this 21st day of January, 1993.

(AFFIX NOTARIAL SEAL)

Deborah Salsa
NOTARY PUBLIC, MOBILE COUNTY, ALABAMA
My Commission Expires: 6-24-95

STATE OF TENNESSEE
COUNTY OF DAVIDSON

I, the undersigned authority in and for said county and state, hereby certify that Carlo J. Smith and Julie L. Smith whose names are signed to the forgoing deed and are known to me, acknowledged before me on this day that, being informed of the contents of said deed, they executed the same voluntarily on the day same bears date.

Given under my hand and official notarial seal this 27th day of January, 1992.

(AFFIX NOTARIAL SEAL)

NOTARY PUBLIC, DAVIDSON COUNTY, STATE OF TENNESSEE
My Commission Expires: 5-11-93

DAVIDSON COUNTY, TN
RECEIVED FOR RECORD
APR 15 2 11 PM '93
REGISTER'S OFFICE

This instrument prepared by:
Jim A. Waechter
Walt, Dyer and James, Attorneys,
One Burton Hills Blvd.
Nashville, TN 37215

Grantor's Address:

851 S. Beltline Highway
Mobile, AL 36606

Grantee's Address:

648 A & D Harper Blvd N
Nash, TN 37221

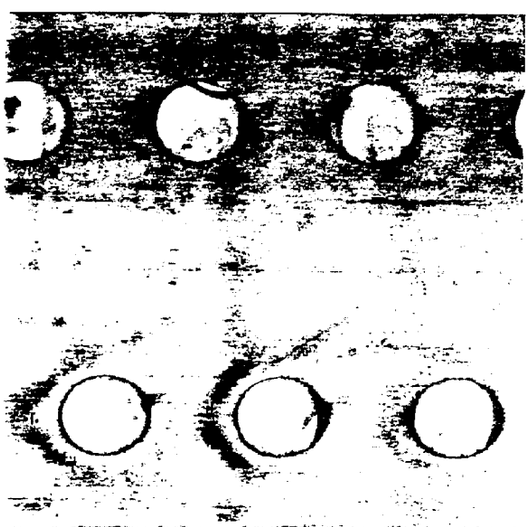
RTC/ALTUS 12.92

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER FOR THIS TRANSFER IS $ 65,000.00

Melissa Hewes, AFFIANT. SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 21 DAY OF JAN, 1993.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 5-11-93



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

RECEIVED OF _____

FOR _____

BOOK 8917 PAGE 484

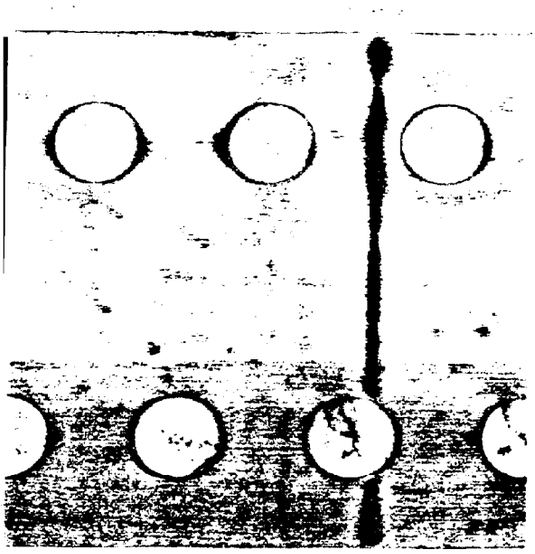
CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT 65000.00
CON TX 240.50
PRFEE 1.00
WDEED 12.00
TOTAL 253.50
CHECK 253.50

04/15/93 01 14:11 0001 5970

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK



1008.3

IDENTIFIT REFERENCE

APR 15 2 11 PM '93

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 640725