PREPARED BY (AND RETURN TO):
WILKINS & IVEY, Attorneys
2405 Crestmoor Road; P.O. Box 150157
Nashville, Tennessee 37215-0157
Ph. (615) 298-3312 - Fax. 292-8746

W & I Ref: (cmw) (Title No: 33370)
Dav. Co. File: Box 8

PERCY WILKINS JR. NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

State of Tennessee
County of Davidson
The actual consideration or value, whichever is greater, for this transfer is: $ 81000.00

Ann Bassett Hopton
Affiant

Sworn and subscribed before me this 30th day of June, 1993.

Notary Public

My Comm. Expires: 7/27/96

ADDRESS NEW OWNER:	RESPONSIBLE FOR PAYMENT OF TAXES:	MAP-PARCEL NUMBERS
Ann Bassett Hopton 416 Bellengrath Drive Nashville, Tennessee 37211	Atlantic Coast Mortgage Company 12700 Fair Lakes Circle, Ste. 400 Fairfax, Virginia 22033	147-02-0 031.00

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars, cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned **Sherryl Lee Wade, a single person,** hereinafter called the **Grantor**, has bargained and sold, and by these presents does hereby transfer and convey unto **Ann Bassett Hopton, a single person,** hereinafter called the **Grantee**, Grantee's heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows: **To Wit:**

LAND in Davidson County, Tennessee, being Lot No. 50 on the plan of Elysian Park, of record in Book 2331, page 32, Register's Office for said County.

SAID Lot No. 50 fronts 78 feet on the northwesterly margin of Bellengrath Drive and extends back 230 feet on the northeasterly line and 228.30 feet on the southwesterly line to a dead line in the rear, measuring 78 feet thereon.

BEING the same property conveyed to Sherryl Lee Wade by deed from Edith J. Wade, of record in Book 7235, page 442, Register's Office for Davidson County, Tennessee.

Description Reference: Described according to (or by reference to) the recorded subdivision Plan.

This conveyance is subject to all matters as set forth on the plan of record in Book 2331, page 32, said Register's Office and joint driveway easement of record in Book 7719, page 738, Register's Office for Davidson County, Tennessee.

37174
IDENTIF. & REFERENCE

93 JUL -2 PM 1:54
ELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TN.

7693 07/02 0101 03CHECK 308.70

This is improved property, known as: 416 Bellengrath Drive, Nashville, Tennessee 37211

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, Grantee's heirs or assigns, forever.

GRANTOR COVENANTS with the said Grantee that Grantor is lawfully seised and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out.

GRANTOR FURTHER COVENANTS and binds Grantor, Grantor's heirs and representatives, to warrant and forever defend the title to the said land to the said Grantee, Grantee's heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESS THE EXECUTION HEREOF this 30th day of June, 1993.

Sherryl Lee Wade
Sherryl Lee Wade

State of Tennessee
County of Davidson

On this 30th day of June, 1993, before me the undersigned authority, personally appeared **Sherryl Lee Wade**, to me known (or proved to me on the basis of satisfactory evidence) to be the person(s) described in and who executed the foregoing instrument, and acknowledged the execution as a free act and deed.

My Commission Expires: 7/27/96

PERCY WILKINS JR. NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Notary Public

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 30th day of June 19, 93, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to

Atlantic Coast Mortgage Company

(the "Lender"), of the same date and covering the property described in the Security Instrument and located at:

416 Bellengrath Drive, Nashville, Tennessee 37211
[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Date

The interest rate may change on the first day of October, 19 94, and on that day of each succeeding year. "Change Date" means each date on which the interest rate could change.

(B) The Index

Beginning with the first Change Date, the interest rate will be based on an Index.. "Index" means the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. "Current Index" means the most recent Index figure available 30 days before the Change Date. If the Index (as defined above) is no longer available, Lender will use as a new Index any index prescribed by the Secretary (as defined in Paragraph 7[B]). Lender will give Borrower notice of the new Index.

(C) Calculation of Interest Rate Changes

Before each Change Date, Lender will calculate a new interest rate by adding a margin of Two percentage points (2.0 %) to the Current Index and rounding the sum to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Paragraph 5(D) of this Note, this rounded amount will be the new interest rate until the next Change Date.

(D) Limits on Interest Rate Changes

The interest rate will never increase or decrease by more than one percentage point (1.0%) on any single Change Date. The interest rate will never be more than five percentage points (5.0%) higher or lower than the initial interest rate stated in Paragraph 2 of this Note.

(E) Calculation of Payment Change

If the interest rate changes on a Change Date, Lender will calculate the amount of monthly payment of principal and interest which would be necessary to repay the unpaid principal balance in full at the maturity date at the new interest rate through substantially equal payments. In making such calculation, Lender will use the unpaid principal balance which would be owed on the Change Date if there had been no default in payment on the Note, reduced by the amount of any prepayments to principal. The result of this calculation will be the amount of the new monthly payment of principal and interest.

(F) Notice of Changes

Lender will give notice to Borrower of any change in the interest rate and monthly payment amount. The notice must be given at least 25 days before the new monthly payment amount is due, and must set forth (i) the date of the notice, (ii) the Change Date, (iii) the old interest rate, (iv) the new interest rate, (v) the new monthly payment amount, (vi) the Current Index and the date it was published, (vii) the method of calculating the change in monthly payment amount, and (viii) any other information which may be required by law from time to time.

(G) Effective Date of Changes

A new interest rate calculated in accordance with Paragraphs 5(C) and 5(D) of this Note will become effective on the Change Date. Borrower shall make a payment in the new monthly amount beginning on the first payment date which occurs at least 25 days after Lender has given Borrower the notice of changes required by Paragraph 5(F) of this Note. Borrower shall have no obligation to pay any increase in the monthly payment amount calculated in accordance with Paragraph 5(E) of this Note for any payment occurring less than 25 days after Lender has given the required notice. If the monthly payment amount calculated in accordance with Paragraph 5(E) of this Note decreased, but Lender failed to give timely notice of the decrease and Borrower made any monthly payment amounts exceeding the payment amount which should have been stated in a timely notice, then Borrower has the option to either (i) demand the return to Borrower of any excess payment, with interest thereon at the Note rate (a rate equal to the interest rate which should have been stated in a timely notice), or (ii) request that any excess payment, with interest thereon at the Note rate, be applied as payment of principal. Lender's obligations to return any excess payment with interest on demand is not assignable even if this Note is otherwise assigned before the demand for return is made.

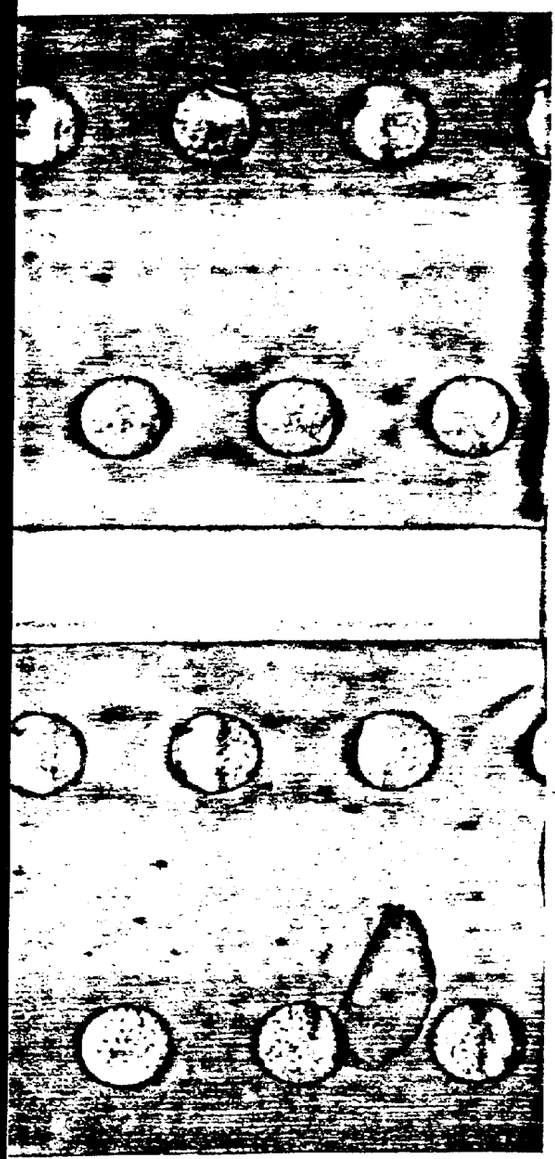
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

Ann Bassett Hopton (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower



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

RECEIVED OF _____

FOR _____

BOOK 9002 PAGE 778

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 B1000.00
CON TX 299.70
PRFEE 1.00
WDEED 8.00
TOTAL 308.70
CHECK 308.70

07/02/93 01 13:55 0001 9693

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

37174
IDENTIF. ↑ REFERENCE

93 JUL -2 PM 1:55
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 670164