BOOK 9034 PAGE 537

Box 41

WARRANTY DEED

FROM:	Perry Dale, Jr. and wife, Donna L. Dale	This instrument was prepared by: N. Sue Van Sant Palmer Farris, Warfield & Kanaday Seventeenth Floor
TO:	Third National Bank in Nashville	Third National Bank Building Nashville, Tennessee 37219

Address New Owner(s) as Follows:	Name and Address of the Person or Entity Responsible for the Payment of Real Property Taxes:	Map-Parcel Numbers
201 Fourth Avenue North Nashville, TN 37219 Attention: Paul D. Billingham		Map #104-10 Parcel #16
	Third National Bank in Nashville 201 Fourth Avenue North Nashville, TN 37219	Field Book No. 26W 07853

[illegible] 411.00

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is One Hundred Thousand Dollars ($100,000.00).

Affiant

SUBSCRIBED AND SWORN TO before me, this the 3rd day of August, 1993.

Notary Public

My Commission Expires: March 23, 1996

FOR AND IN CONSIDERATION OF the sum of One Hundred Thousand Dollars ($100,000.00), the receipt and sufficiency of which are hereby acknowledged, Perry Dale, Jr. and wife, Donna L. Dale, Grantors, have bargained and sold, and by these presents do transfer and convey unto the said Third National Bank in Nashville, Grantee, its heirs, successors, and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows (the "Property"), to wit:

> Land in Davidson County, Tennessee, being Lot No. 21 on the plan of Joseph Warner's Subdivision, of record in Book 332, page 154, Register's Office for said County, described according to a survey made by John B. Kohl, III, Registered Land Surveyor, Tennessee No. 100, dated July 27, 1977, Job No. W2-16008-D.

68886.1 6/22/93

Said Lot No. 21, which is a corner lot, fronts 94 feet on the easterly margin of Elmington Place and fronts 174 feet 10 inches on the southerly margin of Gillespie Avenue, and extends back 93-1/2 feet on the easterly line and 181 feet 2 inches on the southerly line to a point of intersection.

Being the same property conveyed to Perry Dale, Jr. et ux Donna L. Dale by deed from Lyttleton Cooke Anderson, Jr. and First American National Bank, Co-Trustees and Lyttleton Cooke Anderson, Jr., individually, of record in Book 5182, page 187, in the Register's Office for Davidson County, Tennessee.

This is improved property, known as 200 Elmington Place, Nashville, Tennessee 37209.

This conveyance is made pursuant to the Agreed Order and Notice entered on June 2, 1993, by the Bankruptcy Court for the Middle District of Tennessee in the case of In re Perry Dale, Jr. and Donna Lampley Dale, Case No. 393-02479 (the "Bankruptcy Court Order"), a true authenticated copy of which is attached hereto as Exhibit A and incorporated herein by reference. This conveyance is made free and clear of all liens, claims and interests except for the following:

1. The Deed of Trust Lien in favor of Union Planters National Bank, successor in interest to Greer Mortgage Company, of record in Book 5182, page 189, Register's Office of Davidson County, Tennessee.

2. Any and all existing easements of record.

Without limiting the foregoing, pursuant to the Bankruptcy Court Order, this conveyance is made free and clear of the following liens, which shall be deemed released and discharged:

(a) all federal tax liens including the federal tax lien evidenced by the Tax Lien Notice bearing Serial Number 629163117 of record in Book 8452, page 20, Register's Office for Davidson County, Tennessee;

(b) the lien in favor of the Resolution Trust Company, as successor in interest to Metropolitan Federal Savings & Loan Association, evidenced by the Deed of Trust of record in Book 7950, page 272, Register's Office for Davidson County, Tennessee;

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, its heirs, successors, and assigns, forever.

And Grantors do covenant with the said Grantee that Grantors are lawfully seized and possessed of said land in fee simple; have a good right to convey it, and the same is unencumbered and unrestricted except as to those matters set forth above to which this conveyance is expressly made subject.

And Grantors do further covenant and bind Grantors, their heirs, successors, and assigns, to warrant and forever defend the title to the said land to the said Grantee, its heirs, successors, and assigns against the lawful claims of all persons whomsoever except as to those matters set forth above to which this conveyance is expressly made subject.

Witness our hands this 23rd day of June, 1993.

Perry Dale Jr.

Perry Dale, Jr.

Donna L. Dale

Donna L. Dale

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Lori Wilson, a Notary Public of said County and State, Perry Dale, Jr., the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at Office, this 23rd day of June, 1993.

Lori Wilson

Notary Public

My Commission Expires: 1-25-97

LORI WILSON NOTARY PUBLIC AT LARGE STATE OF TENN.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Lori Wilson, a Notary Public of said County and State, Donna L. Dale, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand, at Office, this 23rd day of June, 1993.

Lori Wilson

Notary Public

My Commission Expires: 1-25-97

LORI WILSON NOTARY PUBLIC AT LARGE STATE OF TENN.

47727
IDENTIF. & REFERENCE

93 AUG 23 PM 1:48
FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TENN.

68886.1 6/22/93

EXHIBIT A

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

BOOK 9034 PAGE 540

IN RE:	)	
PERRY DALE, JR. and DONNA LAMPLEY DALE,	)	Bk. No. 393-02479 Chapter 11 Judge Lundin
Debtors.	)	
THIRD NATIONAL BANK IN NASHVILLE,	)	
Movant,	)	
v.	)	
PERRY DALE, JR. and DONNA LAMPLEY DALE,	)	
Respondents.	)	

RECEIVED FOR ENTRY

JUN 2 1993

BY V. TAYLOR
DEPUTY CLERK

AGREED ORDER AND NOTICE

It appears from the signatures of the attorneys for the parties appearing below that the parties agree to the entry of this Order in settlement of the Motion for Relief from Stay filed by Third National Bank in Nashville.

Accordingly, it is ORDERED, AND NOTICE IS HEREBY GIVEN, as follows:

1. The parties stipulate, and the Court therefore finds and Orders as follows:

(a) Third National Bank in Nashville ("Third National") has a valid and allowable claim in this case ("Third National's Claim") in an amount exceeding $240,000.

UNITED STATES BANKRUPTCY COURT ★ SEAL

Attest:
A True Copy
Certified this 8-2-93
U. S. Bankruptcy Court
By M. Tweedy
Deputy Clerk

3

19

(b) Third National's Claim is secured by a valid, perfected and non-avoidable deed of trust lien on the Debtor's residence located at 200 Elmington Avenue, Nashville, Tennessee (the "Property") pursuant to a Deed of Trust and Security Agreement of record in Book 5943, page 841, Register's Office of Davidson County, Tennessee, as modified by a First Amendment to Collateral Documents of record in Book 7455, page 334, said Register's Office.

(c) The lien securing Third National's Claim is subject only to a deed of trust lien in favor of Union Planters National Bank, successor in interest to Greer Mortgage Company, of record in Book 5182, page 189, Register's Office of Davidson County, Tennessee (the "Union Planters Lien"), but is prior to all other liens, claims and encumbrances against the Property.

(d) The value of Third National's lien on the Property is less than the amount of Third National's Claim, and the Debtors have no equity in the Property.

2. Within twenty-five (25) days of the entry of this Order, the Debtors shall convey the Property to Third National by deed in lieu of foreclosure in form and substance reasonably satisfactory to Third National. Third National shall take title to the Property subject to the Union Planters Lien but free and clear of all other liens, claims and interests. Upon recordation of the deed conveying the Property to Third National, all liens, claims and encumbrances

against the Property, except for the Union Planters Lien, shall be deemed released and discharged.

3. Without limiting the foregoing, Third National shall take title to the Property free and clear of the following liens, which shall be deemed released and discharged:

(a) all federal tax liens including the federal tax lien evidenced by the Tax Lien Notice bearing Serial Number 629163117 of record in Book 8452, page 20, Register's Office for Davidson County, Tennessee;

(b) the lien in favor of the Resolution Trust Company, as successor in interest to Metropolitan Federal Savings & Loan Association, evidenced by the Deed of Trust of record in Book 7950, page 272, Register's Office for Davidson County, Tennessee; and

4. In exchange for the conveyance of the Property to Third National, the Debtors shall receive a credit of $100,000 against the amount of Third National's Claim. The remaining balance of Third National's Claim shall be treated as an allowed unsecured claim in this case. If this case is dismissed, then Third National agrees that it will not sue either of the Debtors for any portion of Third National's Claim. If, however, the Debtors subsequently file a bankruptcy petition or other insolvency proceeding, or if an involuntary petition or other insolvency proceeding is filed against them, Third National shall have the right to assert its Claim in that case.

5. The Debtors may remain in possession of the Property through December 31, 1993, subject to the following conditions:

(a) the Debtors shall paint the exterior of the improvements on the Property during the summer of 1993;

(b) the Debtors shall keep the Property in a good state of repair and shall properly maintain the Property;

(c) the Debtors shall remain current on their indebtedness to Union Planters National Bank;

(d) the Debtors shall maintain insurance on the Property and shall make regular monthly payments towards insurance and real property taxes as required under the Debtors' loan agreement with Union Planters National Bank; and

(e) the Debtors shall permit Third National, on reasonable notice, to inspect the Property.

If the Debtors fail to timely satisfy any of these conditions then, upon Third National's demand, the Debtors shall immediately vacate the Property and deliver possession of the Property to Third National.

6. Provided that the Debtors satisfy the conditions of paragraph 5 above, the Debtors shall have the option to purchase the Property from Third National for a price of $130,000 if the purchase occurs before September 30, 1993, or for a price of $150,000 if the purchase occurs before December 31, 1993. The purchase price shall be in addition to the debt securing the Union Planters Lien, and the Debtors will purchase the Property subject

to that lien. The Debtors will have no option to purchase the Property after December 31, 1993.

7. Pursuant to Rule 4001, Federal Rules of Bankruptcy Procedure, and Local Rule 1.41, the Debtors shall promptly serve a copy of this Order and Notice on each creditor and party in interest in this case, and on the persons listed in the Certificate of Service below. Objections to this Order must be filed with the Court and served on counsel for the Debtor and Third National, at the addresses indicated below, within twenty (20) days of the entry of this Order. If any objections are timely filed and served, the Court will set a hearing thereon. If no objections are timely filed and served, this Order will be deemed final at the expiration of the twenty (20) day period.

Enter this 2nd day of ~~May~~ June, 1993.

Keith M. Lundin

KEITH M. LUNDIN
U. S. Bankruptcy Judge

AGREED TO AND APPROVED FOR ENTRY:

Edwin M. Walker

Edwin M. Walker

MCMACKIN, GARFINKLE, MCLEMORE & WALKER
16th Floor
150 Fourth Avenue North
Nashville, TN 37219
(615) 255-4545

Attorneys for Debtors

Bradley A. MacLean

FARRIS, WARFIELD & KANADAY
17th Floor
Third National Bank Building
201 Fourth Avenue North
Nashville, TN 37219
(615) 244-5200

Attorneys for Third National Bank

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been mailed first class, postage prepaid to:

IRS
Memphis, TN 37130

District Director
Attn: Chief, Special Procedures Staff
Internal Revenue Service
801 Broadway
Nashville, TN 37203

Union Planters National Bank
Mortgage Servicing Dept.
P. O. Box 3137
Memphis, TN 38173-0137

Greer Mortgage Company
210 25th Avenue North, Suite 610
Nashville, TN 37203

Resolution Trust Corporation
Foreclosure Consent Notice Clearing Center
3500 Maple Avenue, Lock Box #42
Dallas, TX 75219

Resolution Trust Company
Jacobren/CCF Partners
4451 N. Parliament Place
Lanham, MD 20706

MAIL TO:

- ✓ All creditors and/or parties in interest
- ✓ Debtor (s)
- ✓ Attorney for debtor(s)
- ___ Trustee
- ___ Attorney for trustee
- ___ Attorney for plaintiff/movant
- ___ Attorney for defendant/respondent
- ✓ All parties listed on bottom of order
- ___ All parties listed in cert. of service
- ___ As stated in order
- ___ Debtor's employer
- ✓ U.S. Trustee

ALL MAILING TO BE DONE BY: (NOTE: send copy of routing slip)

___ Walk through
- ✓ attorney for debtor
- ___ attorney for movant
- ___ trustee/attorney for trustee
- ___ Other:

INTERNAL ROUTING:

- ___ Chief Deputy Clerk
- ___ Courtroom Deputy
- ___ Calendar Clerk
- ___ Conversion Clerk
- ___ Financial Clerk
- ___ Judgment Book
- ___ Discharge Clerk

___ Copy to be picked up at front counter by:

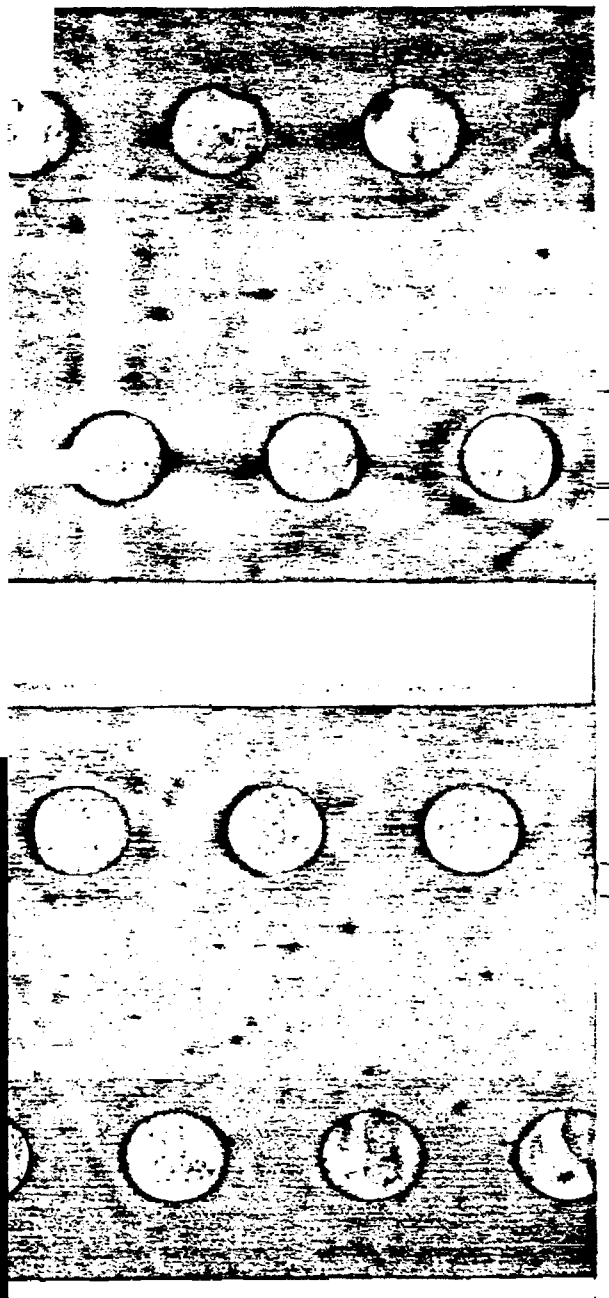
61139.1 5/26/93

U. S. Bankruptcy Trustee
318 Customs House
701 Broadway
Nashville, TN 37203

BOOK 9034 PAGE 546

this 28th day of May, 1993.

Edwin M. Walker



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 9034 PAGE 547

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
100000.00
CON TX 370.00
PRFEE 1.00
WDEED 40.00
TOTAL 411.00
CHECK 411.00

08/03/93 01 13:48 0001 5129

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

47727
IDENTIF. ↑ REFERENCE

93 AUG -3 PM 1:48

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 681523