091-07-0 227.00
091-07-0 189.00

This instrument prepared by:
Richard Manson, Attorney
1314 5th Avenue North
Germantown Center, Suite 300
Nashville, Tennessee 37208

New owner: Send Tax Bills:
RESOLUTION TRUST CORPORATION
C/O DRAPER AND KRAMER
33 West Monroe Street
Chicago, Illinois 60603-5486

DEED IN LIEU OF FORECLOSURE

BOOK 9070 PAGE 624

THIS INDENTURE, made this 10TH day of MARCH, 1993, between CAPITOL CITY BAPTIST TEMPLE, INC., formerly Georgia Avenue Baptist Church, Inc. hereinafter called GRANTORS, and RESOLUTION TRUST CORPORATION AS RECEIVER FOR INVESTORS SAVINGS BANK, F.S.B., his successors and assigns, hereinafter called GRANTEE.

WITNESSETH:

WHEREAS Capitol City Baptist Temple, Inc., formerly Georgia Avenue Baptist Church, Inc., executed a Deed of Trust on the 28th day of June, 1978, which was recorded in Book 5305, page 106, Register's Office for Davidson County, Tennessee, and evidenced by a promissory note fully described in said Deed of Trust; and

WHEREAS, effective March 8, 1990, the Director of the Office of Thrift Supervision ("OTS"), Department of the Treasury, by Order Number 90-464, found that Investors Federal Savings Bank, Nashville, Tennessee (the "Association") was in an unsafe and unsound condition to transact business because it had substantially insufficient capital and that it failed all of its capital requirements. On that date, the OTS ordered the Association closed and appointed the Resolution Trust Corporation ("RTC") Receiver for the Association.

WHEREAS, effective March 8, 1990, the OTS, by Order Number 90-465, created and chartered a new federal mutual savings association known as Investors Savings Bank, F.S.B., Nashville, Tennessee ("Investors").

WHEREAS, on March 8, 1990, the RTC, as Receiver for the Association, entered into a Purchase and Assumption Agreement with Investors, whereby Investors acquired certain assets and assumed certain liabilities of the Association.

WHEREAS, as of March 8, 1990, OTS took possession of Investors and by Order Number 90-466 appointed the RTC as Conservator of the institution, which appointment was accepted by the RTC.

WHEREAS, as a result of the execution of the above-referenced Purchase and Assumption Agreement by Investors and the RTC as Receiver for the Association and the subsequent actions taken by the OTS, the RTC as Conservator for Investors succeeded to all right, title and interest in property pursuant to Section 212(d)(2) of the Financial Institutions Reform, Recovery and Enforcement Act 1989 ("FIRREA") by reference through Section 21A(b)(4) of the Home Loan Bank Act as amended by Section 501 of FIRREA.

WHEREAS, effective June 7, 1991, the OTS, by Order No. 91-337, replaced RTC as Conservator with RTC as Receiver for Investors pursuant to section 5(d)(2) of the Home Owners Loan Act of 1933, as amended ("HOLA"), 12 U.S.C. Section 1464(d)(6)(A)(1982), as amended by Section 301 of FIRREA. The RTC as Receiver for Investors Savings Bank, F.S.B. succeeded to all right, title and privilege of RTC as Conservator for Investors Savings Bank, F.S.B. pursuant to Section 21A(b)(6) of the Federal Home Loan Bank Act as amended by Section 501 of FIRREA.

THAT FOR AND IN CONSIDERATION of the sum of One Dollar ($1.00) cash in hand paid, the receipt of which is hereby acknowledged, and other valuable consideration, the GRANTORS have bargained and sold, and by these presents do transfer and convey unto the said GRANTEE, his successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows, to-wit:

TRACT I:
Being Lots 1006 and 1008 of Block 171, Plan No. 1 of West Nashville of record in Book 57, pages 74 and 75, said Register's Office and described as follows:

Said Lots front together 110 feet on the southerly margin of Kentucky Avenue and extends back 150 feet on the westerly line and 150 feet on the easterly line with the westerly margin of 51st Avenue North to an alley in the rear on which it measures 110 feet.

TRACT II:
Being on portions of Lots 1001, 1003 and 1005 of Block No. 173 in Plan No. 1 West Nashville, as of record in Book 57, Pages 74 and 75, Register's Office for said County.

Beginning at a point, said point being the intersection of the north right-of-way line of Kentucky Avenue and the west right-of-way line of 51st Avenue, formerly known as 10th Street; thence, 150 feet 00 inches north along the west right-of-way line of 51st Avenue North, to a point, said point being on the south right-of-way of a 25 foot wide alley and being the northeast corner of Lot 1001, said point being the true point of beginning. Thence, in a southerly direction along the western right-of-way of 51st Avenue North, 70 feet 00 inches to a point, said point being on the western right-of-way line of 51st Avenue North and the eastern property line of Lot 1001; thence in a westerly direction along a line parallel to the north right-of-way line of the 25 foot wide alley, a distance of 73 feet 6 inches to a point, said point being located within Lot 1005; thence, in a northerly direction along a line parallel to the west right-of-way line of 51st Avenue North, a distance of 70 feet 00 inches to a point, said point being on the south right-of-way line of the 25 foot wide alley and on the north property line of Lots 1005; thence, easterly along the southern right-of-way line of the 25 foot alley, 73 feet 6 inches to the point of beginning and containing 5,145 square feet.

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IDENTIF. & REFERENCE

Being the same property conveyed to Capital City Baptist Church by deed from Eston P. Miller, et al, Trustees of the West Nashville Cumberland Presbyterian Church of record in Book 5064, Page 451, Register's Office for Davidson County, Tennessee.

TRACT III:
Being all of Lots 1007 and 1009 and a portion of Lots 1001, 1003 and 1005, of Block 173 in Plan No. 1, West Nashville of record in Book 57, Pages 74 and 75, Register's Office for Davidson County, Tennessee.

Beginning at a point, said point being the intersection of the north right-of-way line of Kentucky Avenue and the West right-of-way line of 51st Avenue North; thence northerly along the westerly margin of 51st Avenue North, 80 feet to a point; thence the westerly direction along a line parallel to the north right-of-way line of Kentucky Avenue 73.5 feet to a point; thence in a northerly direction along a line 1101-51st Avenue North & 5101-5103 Kentucky Avenue, Nashville, Tennessee, parallel to the west right-of-way line of 51st Avenue North, a distance of 70 feet to the point in the southerly margin of a 25 foot wide alley. Thence along the margin of the same westerly 61.5 feet to a point, said point being the common rear corner of Lots 1009 and 1011. Thence along the line between said Lots 150 feet to the northerly margin of Kentucky Avenue, thence along the margin of the same 135 feet to the point of beginning.

Being the same property conveyed to Capitol City Baptist Temple, formerly the Georgia Avenue Baptist Church, Inc., by deed from Eston P. Miller et al, Trustees of the West Nashville Cumberland Presbyterian Church of record in Book 5064, Page 454, Register's Office for Davidson County, Tennessee.

TOTAL MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $-0-; EXEMPT TRANSACTION, GOVERNMENT AGENCY IS HOLDER OF INDEBTEDNESS.

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, his successors and assigns forever. We covenant with the said GRANTEE that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and that the same is unencumbered except as otherwise herein set out.

WE further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEE, his successors and assigns, against the lawful claims of all persons whomsoever.

THIS DEED is an absolute conveyance of title in effect as well as in form, and is not intended as a mortgage, trust conveyance, or security of any kind. The consideration therefore in addition to that hereinabove set forth is the full release of all debts, obligations, and charges heretofore existing on account of and by the terms of that certain Deed of Trust on the property herein conveyed. Said Deed of Trust is dated June 28th, 1978, executed by Capitol City Baptist Temple, Inc., formerly Georgia Avenue Baptist Church, Inc., and recorded in Book 5305, page 106, in the Register's Office for Davidson County, Tennessee, and this conveyance is for the purpose of completely satisfying said obligation and terminating said Deed of Trust and notes secured thereby, and any effect thereof in all respects.

THE GRANTORS further warrant that, as of the date of execution of this instrument, they do not own any other property subject to a mortgage incurred by RESOLUTION TRUST CORPORATION AS RECEIVER FOR INVESTORS SAVINGS BANK, F. S. B.; and further that they have not filed a petition in bankruptcy within three (3) months prior to the execution of this deed.

DAVID NEWMAN
President

PHILLIP E. DERRYBERRY
Vice-President

SHARYN P. DERRYBERRY
Secretary

CAPITOL CITY BAPTIST TEMPLE, INC.

BY:

DAVID NEWMAN
President

PHILLIP E. DERRYBERRY
Vice-President

Name: SHARYN P. DERRYBERRY
Secretary

Mark Hanley

My Commission Expires May 22, 1993

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named DAVID NEWMAN, PHILLIP E. DERRYBERRY and SHARYN P. DERRYBERRY with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged themselves as such President, Vice-President, and Secretary, respectively, of the Capitol City Baptist Temple, Inc., the within named bargainor, a corporation and that they as such President, Vice-President, and Secretary being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of the corporation by themselves as President, Vice-President and Secretary.

Witness my hand and official seal at NASHVILLE TENNESSEE this 16TH day of MARCH, 1993.

Mark Haney
NOTARY PUBLIC

My Commission Expires July 22, 1993

PROPERTY ADDRESS:

1101-1105 51st Avenue North
Nashville, Tennessee 37209

RETURN TO:
Richard Manson, Esq.
Attorney at Law
1314 5th Avenue North
Germantown Center, Suite 300
Nashville, Tennessee 37208-2726

STATE OF Tennessee, County of Davidson

They Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named David Newman, Phillip Derryberry and Sharyn Derryberry with whom I am personnaly aquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged themselves as such President, Vice-Prsident and Secretary, respectively, of the Capitol City Baptist Temple, Inc., the within named bargainor, a corporation and that they as such Pesident, Vice-President, and Secretary being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of the corporation by themselves as President, Vice-President and Secretary.

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Witness my hand and official seal at Nashville, Tennessee this 3 day of Sept, 1993.

Lisa Mondelli
NOTARY PUBLIC

NOTARY PUBLIC DAVIDSON COUNTY, TENN.