THIS INSTRUMENT PREPARED BY:
Reba Brown
LEWIS, KING, KRIEG & WALDROP, P.C.
Third National Financial Center
Ninth Floor
P. O. Box 198615
Nashville, Tennessee 37219

BOOK 9102 PAGE 996

TRUSTEE'S DEED

This Indenture made the 27th day of September, 1993, by and between John Seabold, Trustee (party of the first part) and Resolution Trust Corporation, (party of the second part), as receiver of Independence Federal Bank, FSB, Batesville, Arkansas.

W I T N E S S E T H:

WHEREAS, on the 12th day of March, 1987, Nashville Hotel Company, a Tennessee limited partnership, did duly execute to John Seabold, Trustee, a certain Deed of Trust and Security Agreement (which was duly recorded in the Register's Office for Davidson County, Tennessee, in Book 7169, Page 274), said deed of trust having been modified and extended by Modification and Extension of Note and Loan Documents dated April 16, 1987 and extended by Agreement dated March 10, 1988, whereby was conveyed a parcel of property which is described in the Deed of Trust as follows:

> Land in the First Civil District of Davidson County, Tennessee and being Lot No. 11 on the Plan of Metro Airport Center, Section 4, Phase 6 of record in Book 6900, page 241, said Register's Office, the recording of plat in Book 6000, Page 682, said Register's Office having voided, vacated and superseded the recording of Lot 11, Metro Airport Center Section 4, Phase 6, as of record in Book 6900, Page 241, said Register's Office, and being more particularly described according to a survey by J. Bruce Rainey, Surveyor #823, dated October 6, 1986 and known as Job No. 84-200-6 as follows:
>
> Beginning at an iron pin set in the southerly margin of Royal Parkway; said point of beginning being the Northernmost common corner of Lots 11 & 12 of said Metro Airport Center, Section 4, Phase 6; thence with the southerly margin of said Royal Parkway S79°13'48"E 345.00' to a concrete monument; thence with a turnout curve to the right having a radius of 25.00' and a long chord of 35.36'; said chord having a bearing of S34°13'48"E a distance along the curve of 39.27' to a concrete monument; thence with the westerly margin of Airport Center Drive S10°46'12"W 229.78' to a concrete monument; thence with a curve to the right having a radius of 470.00' and a long chord of 292.62'; said chord having a bearing of S28°54'26"W a distance along the curve of 297.57' to a concrete monument; thence continuing with the westerly margin of said Airport Center Drive S47°02'42"W 26.67' to an iron pin; thence leaving the margin of said Airport Center Drive and with the line of Lot No. 10 of the Metro Airport Center, Section 4, Phase 5, of record in Book 6900, page 86, said Register's Office, N56°22'05"W 285.56' to an iron pin; thence with the line of Lot No. 12 of said Airport Center, Section 4, Phase 6, N10°46'12"E 443.42' to the point of beginning containing 4.14 acres more or less. (180,168 square feet more or less.)
>
> Being the same property conveyed to Nashville Hotel Company by deed of record in Book 7169, Page 269, said Register's Office.

AND WHEREAS, the said Deed of Trust was for the purpose of securing a certain indebtedness in the original amount of One Million Eight Hundred Thousand Dollars and 00/100 ($1,800,000.00), evidenced by a promissory note dated March 12, 1987, payable to Independence Federal Bank.

AND WHEREAS, the same was not paid at maturity, but default was made, and thereupon at the request of the beneficiary and said trust, the party of the first part hereto did advertise said property as provided for in said Deed of Trust in a newspaper published in Davidson County, Tennessee, to-wit: The Nashville Record, giving the time, place, and terms of sale;

AND WHEREAS, on the 24th day of September, 1993 at 12:00 Noon at the front door of the Davidson County Courthouse in Nashville, Tennessee (the time and place fixed) the said property was offered for sale at public auction for cash in hand and free from all rights of redemption, equitable or statutory, any rights available under any appraisement, valuation, stay, extension or exemption laws or so called "moratorium laws," all of which are expressly waived in the Deed of Trust and any and all other rights and being primed for a reasonable time was finally struck off to the party of the second part hereto at its bid of Eight Hundred Fifty-Four Thousand Dollars and no/100 ($854,000.00), the party of the second part being the highest and best bidder, which sum was in hand paid and identified as by said Deed of Trust directed and provided:

NOW, THEREFORE, in consideration of the premises, and the sum so aforesaid bid and paid, the party of the first part hereto, Trustee does hereby bargain, sell, transfer and convey unto said party of the second part, the parcel or lot of land herein before described to have and to hold the same, together with all the hereditaments, improvements, buildings, easements and appurtenances thereon, and thereunto belonging and appertaining, as an inheritance and fee, and free from all rights of redemption, equitable or statutory, any rights available under any appraisement, valuation, stay, extension or exemption laws or so called "moratorium laws," all of which are expressly waived in the Deed of Trust and any and all other rights in the property of the makers of said Deed of Trust and all persons claiming to and under them. The party of the first part affirms that, as Trustee, he is lawfully seized of said property, has good right to convey and will and does warrant unto said party, its heirs and assigns, the title of said property as against all persons claiming by, through, or under first party, but no further or otherwise.

WITNESSETH the hand of the first party, the date and year first written.

John Seabold

JOHN SEABOLD
Trustee

ACKNOWLEDGEMENT

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STATE OF ~~TENNESSEE~~ Georgia
COUNTY OF Fulton

Personally appeared before me, JOHN SEABOLD, Trustee, with whom I am personally acquainted, and who acknowledged that ~~she~~ he executed the within instrument for the purposes therein contained.

Witnesseth my hand and office this 30 day of September, 1993.

Nancy L. Butler
NOTARY PUBLIC

Notary Public, DeKalb County, Georgia
My Commission Expires: My Commission Expires June 12, 1994

I hereby swear and/or affirm that the actual consideration or true value of this transfer, whichever is greater, is $854,000.00.

John Seabold
AFFIANT

STATE OF ~~TENNESSEE~~ Georgia
COUNTY OF Fulton

Sworn to and subscribed before me this 30 day of September, 1993.

Nancy L. Butler
NOTARY PUBLIC

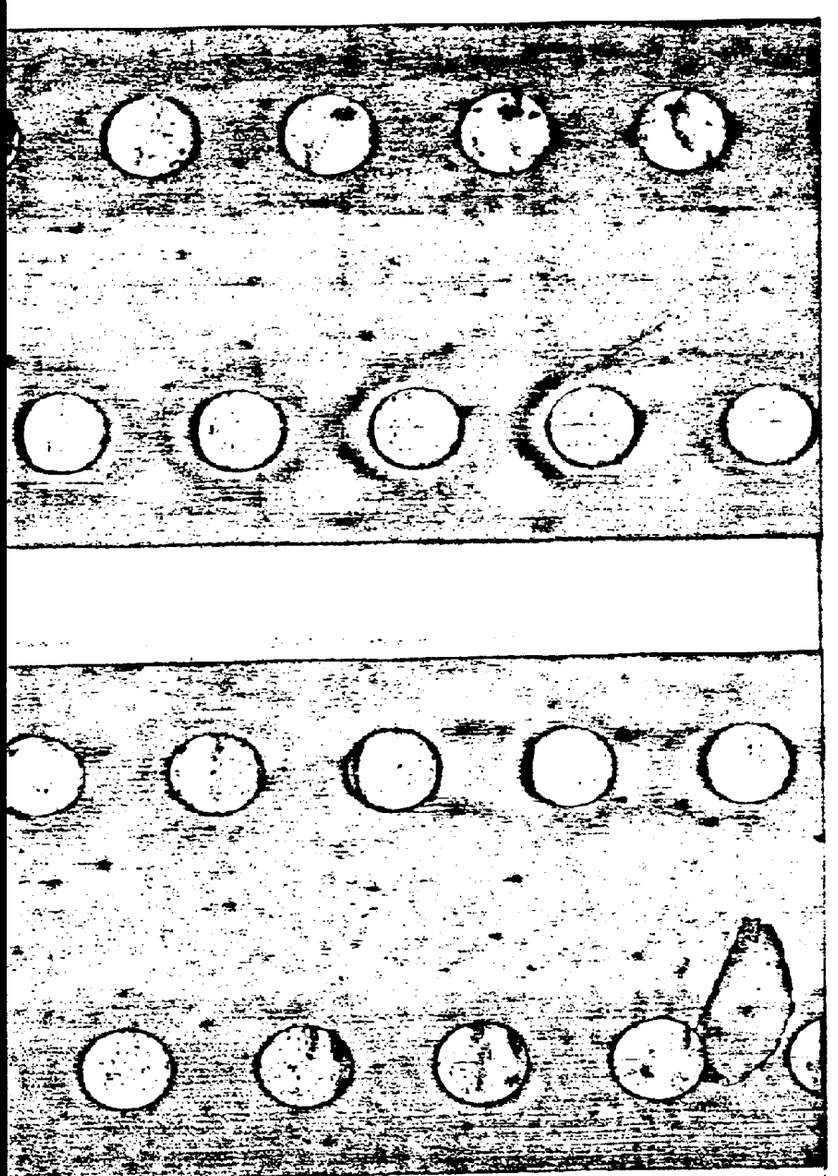
Notary Public, DeKalb County, G
My Commission Expires June 12, 1994
My Commission Expires: _____

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70038
IDENTIF. ↑ REFERENCE

93 OCT -4 PM 1:23
KELLY ... REGISTER
DAVIDSON COUNTY, TN.

7458 10/04 0101 01CASH 12.00



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