RTC TENNESSEE SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 5th day of May, 1994, by RESOLUTION TRUST CORPORATION, as Receiver for Metropolitan Federal Savings and Loan Association, F.A., whose address is 100 Colony Square, Atlanta, GA 30361, as GRANTOR, to Doug Chambers and Mary Valcarcel, husband and wife, whose address is 518 Highland View Drive, Hermitage, Davidson County, Tennessee as GRANTEE.

Witness that Grantor, for good and valuable consideration, paid in hand at and before the sealing and delivery of this instrument, the receipt of which is acknowledged, grants to Grantee all the real property located in Davidson County, Tennessee, more particularly described as:

Being Lot No. 3-A, on the Zone Lot Division of Lots 1, 2, 3, 4, 6, 7, 8, 10, 11, 12, 13, 14, 16, 17, 18, 20, and 21, Rachel Square, Section One, as of record in Book 6250, page 539, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.

Said property is known as 518 Highland View Drive, Hermitage, Tennessee. BOOK 9352 PAGE 288

Official Property I.D. No.: 075-07-0 279.00 together with all tenements, hereditaments and appurtenances thereto; subject to current real property taxes, zoning and other governmental restrictions, and all covenants, conditions, restrictions, easements, rights-of-way and other matters of record.

To have and to hold, all and singular, the premises aforementioned unto said Grantee, its successors and assigns, forever.

Grantor, hereby covenants with Grantee that Grantor will forever defend Grantee against claims of all persons claiming by, through or under Grantor. No other covenants or warranties, express or implied, are given by this Special Warranty Deed.

This Special Warranty Deed is subject to the Land Use Restriction Agreement entered into between the Grantee and Grantor, which is attached hereto as Exhibit "A" and is incorporated herein and made a part hereof.

IN WITNESS WHEREOF, Grantor has set its hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

Linda C. Haddow

Maureen Bolden Hill

GRANTOR:

RESOLUTION TRUST CORPORATION,
as Receiver for Metropolitan Federal Savings and Loan Association, F.A.

By: Edward B. Craig

Title: Attorney In Fact

STATE OF Georgia

COUNTY OF ~~Fulton~~ DeKalb

The foregoing Special Warranty Deed was sworn to, subscribed and acknowledged before me this 5th day of May, 1994, by Edward B. Craig, as Attorney-in-Fact for Resolution Trust Corporation as Receiver for Metropolitan Federal Savings and Loan Association, F. A., who is personally known to me and did take an oath.

Prepared by Thomas Camerlinck
Real Estate Recovery, Inc.
Return to:

Thomas S. Camerlinck III
(Signature of Notary Public)

Thomas S. Camerlinck III
(Typed or printed name of Notary Public)
Notary Public, State of Georgia
My Commission Number is:
My Commission expires:

NOTARY PUBLIC
Notary Public, DeKalb County, Georgia
My Commission Expires December 10, 1996

*Being the same property conveyed to Richard Manson, Substitute Trustee by an instrument of record in Book 8809, page 505, Register's Office for Davidson County, Tennessee. A Deed of Correction was filed to correct the legal description by an instrumnet of record in Book 9927, page 803, said Register's Office.

RESOLUTION TRUST CORPORATION
AFFORDABLE HOUSING DISPOSITION PROGRAM

LAND USE RESTRICTION AGREEMENT:
PURCHASE OF SINGLE-FAMILY RESIDENCE OR CONDOMINIUM
BY QUALIFYING HOUSEHOLD

ATTENTION: THE DEED OF CONVEYANCE MUST STATE THAT THE PROPERTY IS SUBJECT TO THIS AGREEMENT, AND THIS DOCUMENT MUST BE RECORDED IMMEDIATELY FOLLOWING THE RECORDATION OF THE DEED IN THE LAND RECORDS OF THE JURISDICTION IN WHICH THE PROPERTY IS LOCATED.

This LAND USE RESTRICTION AGREEMENT (the "Agreement") is entered into as of the 6th day of May, 1994, by and between Doug Chambers and Mary Valcarce (the "Buyer") and RESOLUTION TRUST CORPORATION, acting in its capacity as Receiver/~~Conservator~~ of Metropolitan Federal Savings & Loan Assoc., F.A. (the "Seller"), and their respective successors and assigns, with respect to certain real property and the improvements thereon, located at 518 Highland View Dr, Hermitage, TN 37076 and having the legal description set forth on Exhibit A hereto (the "Property").

The parties, intending to be lawfully bound, for good and valuable consideration, the receipt of which is hereby acknowledged, do hereby agree as follows:

1. Termination.

a. This Agreement shall terminate automatically, without further action by either the Buyer or the Seller, at 11:59 p.m. on the 6th day of May, 1995 (the "Termination Date"), which is the date one (1) year after the date the Buyer acquired title to the Property.

b. This Agreement shall terminate prior to the Termination Date, without further action by either the Buyer or the Seller, only on such date that (i) a termination statement or a release of this Agreement, executed by the Seller, is recorded by the Buyer in the land records of the jurisdiction in which the Property is located; (ii) the Property is transferred pursuant to a foreclosure proceeding instituted by a Mortgagee (as defined below) that extinguishes the right, title and interest of the Buyer in the Property; (iii) a deed in lieu of foreclosure is executed by the Buyer to a Mortgagee and recorded in the land records of the jurisdiction in which the Property is located; or (iv) a mortgage insured by the U.S. Department of Housing and Urban Development ("HUD") is assigned to HUD.

c. For purposes of this Agreement, "Mortgagee" shall mean (i) the Seller; (ii) a federally insured financial institution; or (iii) an agency or corporation in the business of making home mortgage loans that has made a loan to the Buyer, secured by a first or second lien on the Property, for the purpose of financing the acquisition of, or the making of improvements to, the Property.

2. Buyer's Intention to Occupy the Property as its Principal Residence. The Buyer does hereby certify to the Seller that the Buyer intends to occupy the Property as the Buyer's principal residence for at least twelve (12) months from the date of this Agreement.

3. Recapture Requirement.

a. If the Buyer, prior to the Termination Date, (i) enters into a contract with another party that results in the transfer or conveyance of his/her interest in the Property or (ii) transfers or conveys his/her interest in the Property, for payment of money, the Seller shall recapture seventy-five percent (75%) of the amount of any proceeds from the resale that exceeds the sum of (A) the original sales price for the acquisition of the Property by the Buyer, (B) the reasonable and customary closing costs incurred by the Buyer in connection with said acquisition (together, (A) and (B) total Three Thousand Six Hundred Sixty Three Dollars ($ 3663.03)), plus (C) the actual cost of any improvements to the Property made after the date of the Buyer's acquisition of the Property. 0%

b. For purposes of this Agreement, "actual cost of any improvements" shall mean such costs incurred and paid by the Buyer as a result of repairs or other physical improvements performed on the Property that are evidenced through invoices, receipts and like documents.

4. Seller's Waiver of the Recapture Requirement. The Seller, in its sole discretion, may waive said recapture requirement only for good cause shown, which may include any necessary relocation of the Buyer. In the event the Buyer desires to obtain a waiver of said recapture requirement, the Buyer must notify the Seller, in writing, at the address set forth below, setting forth the reasons for such waiver request. The Buyer shall include a release of this Agreement, in recordable form, prepared at the Buyer's sole expense, with his/her waiver request. After receipt of the Buyer's waiver request, the Seller shall have sixty (60) days to either grant or deny the request; in the event that the waiver request is granted, the Seller shall execute the release of this Agreement, return said release to the Buyer and, upon the transfer of the Property, the Buyer shall record the release, at his/her sole expense, in the land records of the jurisdiction in which the Property is located.

5. Sale Prior to Termination Date. In the event that the Buyer intends to transfer or convey his/her interest in the Property prior to the Termination Date, without a waiver of said recapture requirement, the Buyer must notify the Seller, in writing and at least sixty (60) days prior to said transfer or conveyance, at the address set forth below, of his/her intention and include the name and address of the responsible closing agent, to be notified as described below. The Buyer shall include a copy of this Agreement, copies of invoices or other written evidence of the actual cost of any improvements (in accordance with Section 3 above), and a release of this Agreement, in recordable form, prepared at the Buyer's sole expense, with said notification. The Seller shall execute the release of this Agreement and send it to said closing agent with instructions as to the calculation and payment of the recapture amount set forth in Section 3a. above. The closing agent shall record the release, at the Buyer's sole expense, in the land records of the jurisdiction in which the Property is located.

6. Notice. All correspondence to the Seller shall be sent to the Seller at the following address: Resolution Trust Corporation, 801 Seventeenth Street, N.W., Washington, D.C. 20434-0001, Attention: Director, Affordable Housing Disposition Program.

IN WITNESS WHEREOF, the parties hereto have executed this Land Use Restriction Agreement as of the date first above written.

BUYER

By: _____
Name (print): Doug Chambers Mary Valcarcel

SELLER

RESOLUTION TRUST CORPORATION,
as Receiver/~~Conservator~~ (strike one)
for: Metropolitan Federal Savings & Loan Assoc., F.A.
By: Edward B Craig
Name (print): Edward B. Craig
Title: Attorney In Fact

NOTARY BLOCK: SELLER

STATE OF GEORGIA

COUNTY OF ~~Fulton~~ DeKalb

Subscribed and sworn to before me by _____, on this 5th day of May, 1994, who personally appeared before me and who is personally known to me or has produced _____ as identification.

Thomas E. Reynolds III
Notary Public
Print Name: Thomas E. Reynolds III

Notary Public, DeKalb County, Georgia
My Commission Expires December 19, 1996

My Commission Expires:
_____

NOTARY BLOCK: BUYER

STATE OF

COUNTY OF _____

Subscribed and sworn to before me by _____, on this _____ day of _____, 1994, who personally appeared before me and who is personally known to me or has produced _____ as identification.

_____
Notary Public
Print Name: _____

My Commission Expires:
_____

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

EXHIBIT A TO
LAND USE RESTRICTION AGREEMENT:
PURCHASE OF SINGLE-FAMILY RESIDENCE OR CONDOMUNIUM
BY QUALIFYING HOUSEHOLD

LEGAL DESCRIPTION

Being Lot No. 3-A, on the Zone Lot Division of Lots 1, 2, 3, 4, 6, 7, 8, 10, 11, 12, 13, 14, 16, 17, 18, 20, and 21, Rachel Square, Section One, as of record in Book 6250, page 539, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.

Said property is known as 518 Highland View Drive, Hermitage, Tennessee.

STATE OF TENNESSEE)
COUNTY OF WILSON)

The actual value or consideration, whichever is greater, for this transfer is $41,000.00.

Amy S. Conatser
AFFIANT

Subscribed and sworn to before me
~~this~~ 6th day of May, 1994.

Patricia M. Severi
Notary Public

My Commission Expires: 2-3-1997

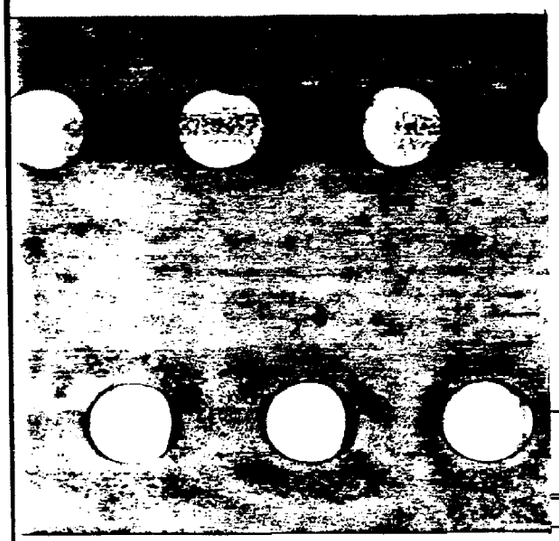
Send Tax Bills To:
New Owners

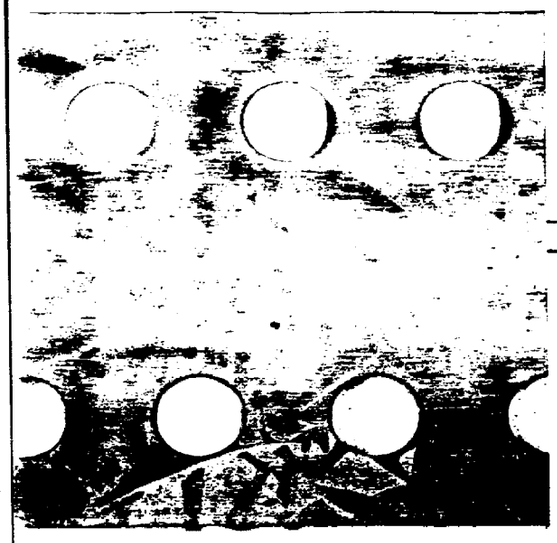
94 MAY 20 PM 2:24
FELIX ... REGISTER
DAVIDSON COUNTY, TN.

MAIL ENV.

5248 | IDENTIF. & REFERENCE

9703 05/20 01:01 03CHECK 172.70





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

RECEIVED OF _____

FOR _____

BOOK 9352 PAGE 293

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 41000.00
				CON TX 151.70
				PRFEE 1.00
				WDEED 20.00
				TOTAL 172.70
				CHECK 172.70
			05/20/94 01	14:24 0001 8708

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

52481
IDENTIF. ↑ REFERENCE

94 MAY 20 PM 2:24
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 793709