This Instrument Prepared By:
THE LAW OFFICE OF RICHARD MANSON
1314 5th Avenue North
Suite 300, Germantown Center
Nashville, Tennessee 37208
(615) 254-1600

Address of New Owner:
STATE STREET BANK & TRUST CO.
TRUSTEE FOR EMC TRUST 1,
SERIES 1993-LI BONDHOLDERS
c/o EMC MORTGAGE CORPORATION
P. O. Box 141358
Irving, Texas 75014-1358

Send Tax Bills To:
SAME

Map & Parcel No.
108-3-182

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, default was made in the terms, conditions and payments provided for and made in a Deed of Trust dated April 18, 1988, executed by James K. Hannah, to Michael T. Bates, TRUSTEE, more particularly described payable to Gibraltar Moneycenter, Inc., which is recorded in Book 7522, page 220, Register's Office for Davidson County, Tennessee; and

WHEREAS, GIBRALTAR MONEYCENTER, INC. was a subsidiary of Gibraltar Savings; and

WHEREAS, the Office of Thrift Supervision ("OTS") by Order No. 89-350, dated October 30, 1989, appointed the Resolution Trust Corporation ("RTC") as Receiver of Gibraltar Savings ("Old Association"); and

WHEREAS, On October 30, 1989, the OTS, by Order No. 89-351, authorized the organization of Gibraltar Savings, F.A. ("New Association"), and thereafter, RTC as Receiver of the Old Association and the New Association entered into a certain Purchase and Assumption Agreement dated October 31, 1989, under which the note and subject matter of this document were transferred to the New Association; and

WHEREAS, On October 30, 1989, the OTS, by Order No. 89-352, appointed RTC as Conservator of the New Association; and

WHEREAS, On June 26, 1990, the OTS, by Order No. 90-1277, replaced the Conservator of the New Association with the RTC as Receiver of the New Association for the purpose of liquidation; and

WHEREAS, as a result of the execution of the above referenced Purchase and Assumption Agreement by the New Association and the RTC as Receiver of the Association, and the subsequent actions taken by the OTS, the RTC as Receiver of the New Association succeeded to all right, title and interest in the Property pursuant to Section 212(d) (2) of the

Financial Institutions Reform, Recovery and Enforcement Act of 1989 ("FIRREA") by reference through Section 21A(b) (4) of the Home Loan Bank Act as amended by Section 501 of FIRREA.

WHEREAS, GIBRALTAR MONEYCENTER, INC. assigned said Deed of Trust by Corporation Assignment of Deed of Trust to the Resolution Trust Corporation, as Receiver for Gibraltar Savings, F.A., dated November 26, 1991, of record in Book 8861, Page 615, Register's Office of Davidson County, Tennessee; and

WHEREAS, Resolution Trust Corporation as Receiver for Gibraltar Savings, F.A. assigned said Deed of Trust by Assignment of Deed of Trust to EMC MORTGAGE CORPORATION, dated December 14, 1992, to which reference is herein made; and

WHEREAS, EMC MORTGAGE CORPORATION, the owner and holder of the indebtedness secured by said Deed of Trust, replaced said Trustee by naming Richard Manson, as Substitute Trustee, by an instrument of record in Book 9073, Page 750, Register's Office for Davidson County, Tennessee; and

WHEREAS, I, Richard Manson, Substitute Trustee, caused said real property to be advertised in accordance with the provisions of said Deed of Trust, by giving twenty -one (21) days notice by three (3) successive weekly publishing appearing in The Nashville Record, a newspaper publishing and circulated in Davidson County, Tennessee advertising that said property would be sold at 10:00 a.m., prevailing time, on April 29, 1994 at the front door of the Davidson County Courthouse, Nashville, Tennessee, to be knocked off and sold to the highest, best and last bidder for cash, and free from the equity of redemption, homestead, dower, and all other exemptions as provided in said Deed of Trust; but subject to any and all mortgages, liens, claims, and unpaid taxes which may be a lien against said property; and

WHEREAS, I, Richard Manson, Substitute Trustee, personally appeared and offered said property for sale at public outcry and the highest, best and last bid received was the sum of THIRTY THOUSAND SIX HUNDRED AND NO/100 DOLLARS ($30,600.00) by **STATE STREET BANK AND TRUST COMPANY, TRUSTEE FOR EMC TRUST 1, SERIES 1993-LI BONDHOLDERS**, hereinafter referred to as the "Grantee" and said property was knocked off and sold to the Grantee.

NOW, THEREFORE, in consideration of the premises and sum of THIRTY THOUSAND SIX HUNDRED AND NO/100 DOLLARS ($30,600.00) cash in hand paid by the Grantee, I, Richard Manson, Substitute Trustee, have this day bargained and sold and, by the premises, do transfer and convey to Grantee, its/their heirs and assigns, a certain tract or parcel of land

situated in Davidson County, Tennessee, and described as follows:

> LAND in Davidson County, Tennessee, being Lot No. 134-B on the Plan of Patio Villa, Section Six, of record in Book 6250, Page 489, amended in Book 6250, Pages 570 and 571, Register's Office for said County, to which plan reference is hereby made for a more complete description.
>
> Being the same property conveyed to James K. Hannah by Warranty deed from Michael A. Godsey and wife, Pat S. Godsey as of record in Book 7522, page 217, Register's Office for Davidson County, Tennessee.
>
> Said property is known as 1104 Waggoner Court West, Nashville, Tennessee 37214.

To have and to hold the said tract or parcel of land with the appurtenances, estate, title and interest thereto belonging to the Grantee, its/their heirs and assigns forever.

And, I covenant with the said Grantee that I am lawfully seized and possessed of said real property as Substitute Trustee only and, by these terms of the above mentioned Deed of Trust, have a good right to sell and convey the same and that same is unencumbered except for any and all mortgages, liens, claims, and any and all unpaid taxes that may be a lien against said real estate.

I further covenant and bind myself/my successors and assigns, to warrant and forever defend the title to said real estate to the Grantee, their heirs and assigns, against the lawful claims of any persons claiming by or through me as Substitute Trustee, but no further or otherwise; it being my intention only to convey to Grantee no greater title in the subject real estate that I received as Substitute Trustee and that, as Substitute Trustee, I have the right to sell and convey.

This sale is subject to all matters shown on any applicable recorded Plan; any unpaid taxes which exist as a lien against said property; any restrictive covenants, easements or setback lines that may be applicable; any matters of record; any statutory rights of redemption not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal; and any prior liens or encumbrances that may exist against the property. This sale is also subject to the rights of the United States to redeem land and/or is subject to the right of the State of Tennessee to redeem the land. Any notices and responses to the United States and/or the State of Tennessee, if any, shall be attached to this deed as exhibit(s). This sale is also subject to any matter that an accurate survey of the premises might disclose.

This the 29th day of April, 1994.

RICHARD MANSON
Substitute Trustee

BOOK 9474 PG 252

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Richard Manson, Substitute Trustee, the within named bargainor(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that the executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 29th day of April, 1994.

Notary Public

My Commission Expires: 1/24/98

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is

$30,600.00.

Affiant

Subscribed and sworn to before me on this 29th day of April, 1994.

Notary Public

My Commission Expires: 9/16/95

93879
IDENTIF. & REFERENCE

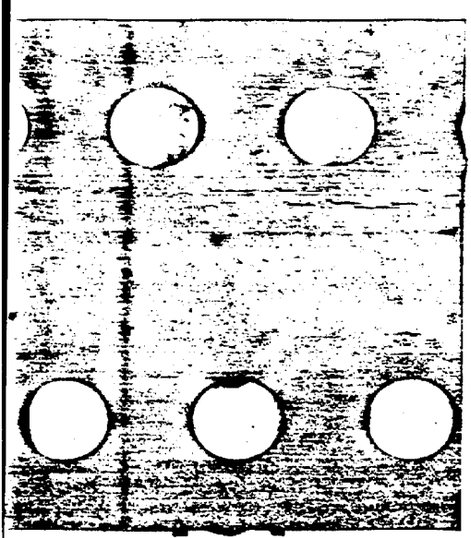
94 SEP 26 AM 9:25
FELIX ... REGISTER
DAVIDSON COUNTY, TN.

PICK-UP

1684 09/26 0101 03CHECK 130.22

rt\hannah.td





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

RECEIVED OF _____

FOR _____

BOOK 9474 PG 253

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 30600.00
				CON TX 113.22
				PRFEE 1.00
				WDEED 16.00
				TOTAL 130.22
				CHECK 130.22
			09/26/94 01	09:24 0001 1684

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

93879
IDENTIF. & REFERENCE

94 SEP 26 AM 9:25
FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN.

No. 837965