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IDENTIF. & REFERENCE

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FELIA [illegible] REGISTER
DAVIDSON COUNTY, TN.

PICK-UP

This instrument prepared by:

JONES & SHOCKLEY
1319 Fifth Avenue North
Nashville, TN 37208

BOOK 9495 PG 887

Address New Owner(s) as Follows:	Send Tax Bills To:	Map and Parcel No.:
Resolution Trust Corp. 100 Colony Square Suite 2300 Atlanta, GA 30361	Same as New Owner	147-2-B Parcel 21

SUCCESSOR TRUSTEE'S DEED

This instrument is made and entered into on this 23rd day of September, 1994 by Susan Short Jones, Successor Trustee (hereinafter referred to as "Successor Trustee").

WHEREAS, by Deed of Trust dated the 1st day of December, 1983, of record in Book 6214, page 25, Register's Office for Davidson County, Tennessee, as modified by Assumption and Modification Agreement of record in Book 8109, page 592, said Register's office, Robert L. Willoughby and wife, Delores M. Willoughby, conveyed to Stephen C. Baker, Trustee, the hereinafter described real estate, to secure payment to Metropolitan Federal Savings and Loan Association for a certain indebtedness described in the Deed of Trust (the "Indebtedness"); and

WHEREAS, the Indebtedness became overdue and unpaid, and other conditions of default occurred, by reason of which the lawful owner and holder of the Indebtedness secured by the Deed of Trust declared the Deed of Trust to be in default and notice was given of such default to Robert L. Willoughby and wife, Delores M. Willoughby, but following such notice the default was not cured; and

WHEREAS, the lawful holder of the Indebtedness, the Resolution Trust Corporation (the "RTC"), as Receiver for Metropolitan Federal Savings and Loan Association, F. A., appointed Susan Short Jones to serve as Successor Trustee in place and stead of Stephen C. Baker in accordance with the terms of the Deed of Trust by an instrument of record in Book 8918, page 688, said Register's Office; and

WHEREAS, the lawful holder of the Indebtedness, the RTC, as Receiver for Metropolitan Federal Savings and Loan Association, F. A., directed the Successor Trustee to sell the property held as security under the Deed of Trust as provided therein, and the Successor Trustee caused notice to be published in the Nashville Record that the property would be sold at 12:00 p.m., September 23, 1994, at the front door of the Davidson County Courthouse in Nashville, Tennessee, such advertisement appearing in said paper on September 1, September 8, and September 15, 1994 and a copy of such notice was sent to Robert L. Willoughby and wife, Delores M. Willoughby and following such notice the default was not cured; and

WHEREAS, the Successor Trustee at the time, place and date specified in said notices offered the property for sale, and after opening the floor for competitive bids, sold said property to Resolution Trust Corporation as Receiver for Metropolitan Federal Savings and Loan, F. A., at the price of Forty Four Thousand Two Hundred and Eighty Eight and 91/100 Dollars($ 44,288.91) this being the highest, last and best bid.

NOW, THEREFORE, I, Susan Short Jones, Successor Trustee as aforesaid, in consideration of the premises and the sum of Forty Four Thousand Two Hundred and Eighty Eight and 91/100 Dollars($ 44,288.91) to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto the Resolution Trust Corporation as Receiver for Metropolitan Federal Savings and Loan, F. A., its successors and assigns (the "Grantee") all of my right, title and interest in and to the following described real estate, together with any and all improvements, fixtures, appurtenances, easements, and privileges thereunto belonging, of whatever nature or kind erected or hereinafter erected therein or thereon, but no further or otherwise, located in Davidson County, Tennessee, and more particularly described as follows, to wit:

Unit B-101, of Caldwell Court Condominiums created under Title 66, Chapter 27, Sections 101 et seq., as amended, Tennessee Code Annotated as established by a Master Deed, of record in Book 6188, page 744, Register's Office for Davidson County, Tennessee, together with the undivided percentage interest in the Common Elements appurtenant to said Unit as set forth in Exhibit A-1 of said Master Deed. Reference is hereby made to the plat of Caldwell Court Condominium set forth in Exhibit A-2 of said Master Deed for a more complete identification and description of such Unit.

Being the same property conveyed by deed from Town & County Properties, Inc., of record in Book 6214, page 40, Register's Office for Davidson County, Tennessee.

In accordance with Tennessee Code Annotated Section 47-9-501(4), the sale of the Real Property described above will be combined with a sale of the personal property described in the Deed of Trust (the "Personal Property"), which includes but is not necessarily limited to the following:

> All appliances located in the above described Unit, including, but not limited to, the stove and refrigerator now or hereafter located in such unit.

The Property address is Caldwell Court Condominiums, 550 Harding Place, Unit B-101 Nashville, TN 37211.

The Property is being sold AS IS WHERE IS, without representations or warranties of any kind whatsoever, whether express or implied. Without limiting the foregoing, THE PROPERTY IS BEING SOLD WITHOUT ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

To have and to hold the aforesaid real estate, together with all improvements thereon as described above, free of all rights of equitable and statutory redemption, homestead, dower, curtesy and all other exemptions of every kind, all of which were waived in the Deed of Trust, but only to the extent provided in, said Deed of Trust.

Said sale is subject to certain easements, restrictions, liens, taxes, etc., including, but not limited to the following to the extent applicable on the date hereof:

> (1) Any and all unpaid real and personalty taxes, plus penalty and interest, if any. Such taxes will not be pro-rated. Grantee assumes full liability for such taxes.
>
> (2) Any mechanics' and materialmen's liens, filed or not filed, which take priority over the Deed of Trust upon which this foreclosure sale is had.
>
> (3) Title to that portion of the premises lying within the bounds of any roads, streets, or highways.
>
> (4) Such prior easements, building lines, records plans and restrictions as may be applicable.
>
> (5) Any rights of redemption or otherwise held by the Internal Revenue Service or the State of Tennessee.
>
> (6) Rights or claims or parties in possession.

(7) Encroachments, overlaps, boundary line disputes or other matters which would be shown by an accurate survey or inspection of the premises.

(8) Any and all deeds of trust and/or fixture filings which take priority over the Deed of Trust upon which this foreclosure sale is had.

(9) Any and all other matters, including, without limitation, liens, easements, restrictions, claims, defects, encumbrances, adverse claims and other matters which take priority over the Deed of Trust under which the foreclosure was held.

WITNESS the signature of the Successor Trustee on this the day and date first above written.

Susan Short Jones,
Successor Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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Before me, Judith D. Dungan, a Notary Public of the State and County aforesaid, personally appeared Susan Short Jones, with whom I am personally acquainted, and who, upon oath, acknowledged herself to be the Successor Trustee, and that she as such Successor Trustee being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing her name as Successor Trustee.

Witness my hand and seal, at office in Nashville, Tennessee, this 18 day of October, 1994.

Notary Public

My Commission Expires: 5/28/95

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is -0- ($ 0).

Affiant

Subscribed and sworn to before me this the 18 day of October, 1994.

Notary Public

My Commission Expires: 5/28/95