This Instrument Prepared By:

JONES & SHOCKLEY
1319 Fifth Avenue North
Nashville, Tennessee 37208

| Address New Owner as Follows: | Send Tax Bills To: | Map-Parcel No. |
|---|---|---|
| Kerry Davidson<br>320 Welch Road, Unit D-2<br>Nashville, TN 37211 | Wendover Funding<br>P.O. Box 26903<br>Greensboro, NC 27419-6903 | 133-15A-16 |

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer is $26,000.00.

Kerry Davidson
Affiant

Subscribed and sworn to before me, this 5th day of April, 1995.

Susan Hart Jones
NOTARY PUBLIC

My Commission Expires: My Commission Expires SEPT. 27, 1997

# LIMITED WARRANTY DEED

THIS LIMITED WARRANTY DEED is made the 5th day of April, 1995 by RESOLUTION TRUST CORPORATION, as Receiver for Metropolitan Federal Savings and Loan Association, F.A., whose address is 100 Colony Square, Box 68 Suite 2300, Atlanta, GA 30361, as GRANTOR, to Kerry Davidson, a single person, as GRANTEE.

WITNESSETH

KNOW ALL MEN BY THESE PRESENTS, that the Grantor, for and in consideration of the sum of Ten and no/100 Dollars ($10.00), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said Grantee forever, all the right, title, interest, claim and demand which Grantor has in and to the following described lot, piece or parcel of land, situated lying and being in the County of Davidson, State of Tennessee, to wit:

Land in Davidson County, Tennessee, described as follows:

Unit D-2 of Pagoda Condominium created under title 66, Chapter 27, Sections 101, et seq., as amended, Tennessee Code Annotated, and as established by a Master Deed, of record in Book 6111, page 22, 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 the said Master Deed. Reference is hereby made to the Plat of Pagoda Condominium as set forth in Exhibit A-2 of said Master Deed for a more complete identification and description of said Unit.

Being the same property conveyed to Resolution Trust Corporation, as Receiver for Metropolitan Federal Savings and Loan Association, F. A. by deed from Joe M. Kirsch, Substitute Trustee of record in Book 9155, page 547, said Register's Office.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances and improvements thereunto belonging or in any wise appertaining, in all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, to the only proper use, benefit and behoof of Grantee forever.

AND GRANTOR DOES COVENANT with Grantee, its successors and assigns, that Grantor is lawfully seized and possessed of said property in fee simple, has a good and lawful right to sell and convey the same and that the same is unencumbered, except as set out in Exhibit A hereto. Grantor further covenants to Grantee that Grantor will forever defend Grantee against claims of all persons claiming by, through or under Grantor, subject to encumbrances, easements and restriction of record. NO OTHER COVENANTS OR WARRANTIES, EXPRESS OR IMPLIED, ARE GIVEN BY THIS LIMITED WARRANTY DEED.

THIS PROPERTY IS SUBJECT TO THAT CERTAIN LAND USE RESTRICTION AGREEMENT RECORDED IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY ON THE DATE HEREOF.

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

GRANTOR:

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

By: Stephen S. Dixon
Authorized Agent and
Attorney-In-Fact Pursuant
to Power of Attorney
Dated 12/20/94 and of record in
Book 9587, Page 910, Register's
Office for Davidson County,
Tennessee.

STATE OF Georgia )
)
COUNTY OF Fulton )

On this 5th day of April, 1995, personally appeared before me, a Notary Public for the State and County aforesaid, Stephen S. Dixon, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged him/herself to be the Authorized Agent and Attorney-In-Fact of the Resolution Trust Corporation as Receiver for Metropolitan Federal Savings and Loan Association, F.A., the within named bargainor, and that he as such Authorized Agent and Attorney-In-Fact, executed the foregoing instrument for the purpose therein contained by signing the name of the Receiver by the said himself as such Authorized Agent and Attorney-In-Fact.

WITNESS my hand and official seal at 245 Peachtree Center on this 5th day of April, 1995.

Notary Public

My Commission Expires:
Notary Public, Fulton County, Georgia
My Commission Expires July 26, 1998

NOTARY PUBLIC FULTON COUNTY, GA.

**JOINDER**

RESOLUTION TRUST CORPORATION, acting in its capacity as Receiver for Metropolitan Federal Savings Bank, a Federal Savings Bank, transferor to Grantor of certain rights with respect to the above-described real property, hereby conveys and quitclaims unto Grantee any and all interest it may have in the real property, and hereby joins in the conveyance of the real property to Grantee, without warranty.

Executed and delivered
in the presence of:

Evelynne M. Decker
Witness

RESOLUTION TRUST CORPORATION AS
Metropolitan Federal Savings
Bank, a Federal Savings Bank

BY: Stephen S. Dixon
Authorized Agent and
Attorney-In-Fact Pursuant to
Power of Attorney Dated 12/20/94
and of record in Book 9587,
Page 910, Register's Office for
Davidson County, Tennessee.

STATE OF Georgia )
COUNTY OF Fulton )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Stephen S. Dixon, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be the Attorney-In-Fact of Resolution Trust Corporation as Metropolitan Federal Savings Bank, a Federal Savings Bank (the "Receiver"), the within named bargainor, a corporate entity of the United States Government, and that he/she as such Attorney-In-Fact, being authorized so to, executed the foregoing instrument for the purposes therein contained, by signing her/his name by him/herself as Attorney-In-Fact.

WITNESS my hand and seal, at office in 245 Peachtree Center,
this 5th day of April, 1995.

Notary Public

My Commission Expires:
Notary Public, Fulton County, Georgia
My Commission Expires July 26, 1998

**EXHIBIT A**

1. Easement for Sanitary Sewers and/or Storm Drainage of record in Book 6548, Page 125, and Book 8870, page 923, said Register's Office.

2. The premise is a condominium apartment established pursuant to all the provisions of the Tennessee "Horizontal Property Act" as the same is set out in Sections 66-27-101 et seq. of the Tennessee Code Annotated, as amended, and is subject to the provisions and requirements thereof; and is subject to the By-Laws for the administration thereof; also subject to easements, rights and interest in favor of other unit owners and all sewer, water, electrical, telephone and other utility easements now or hereafter established over, through or upon the land embracing the regime and buildings thereon; and also including without limitations all conditions, covenants, restrictions, options, burdens, assessments, and other undertakings contained in the Master Deed establishing a Horizontal Property Regime of Pagoda Condominiums, of record in Book 6111, Page 22, Register's Office for Davidson county, Tennessee, and the By-Laws appended thereto of record in Book 6111, Page 64, said Register's Office.

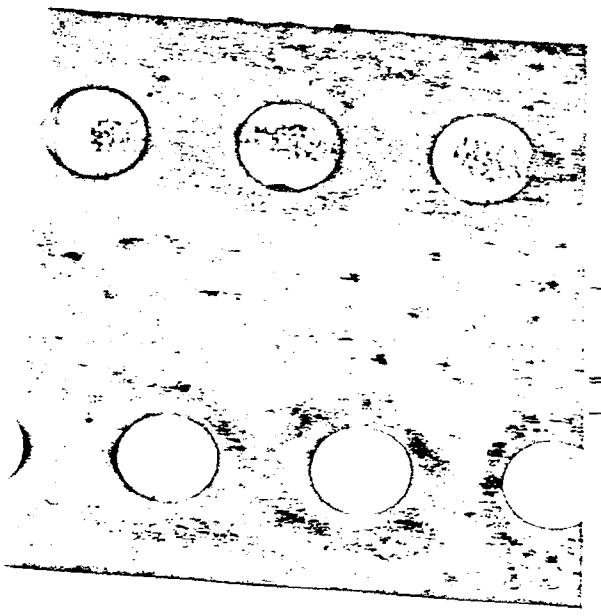
3. Subject to the liens for any unpaid assessments and/or special assessments.

4. Rights of others in and to the common elements.

**OFFICIAL RECEIPT**

**FELIX Z. WILSON, II**

**REGISTER OF DAVIDSON COUNTY**
**NASHVILLE, TENNESSEE**



**RECEIVED OF** _____

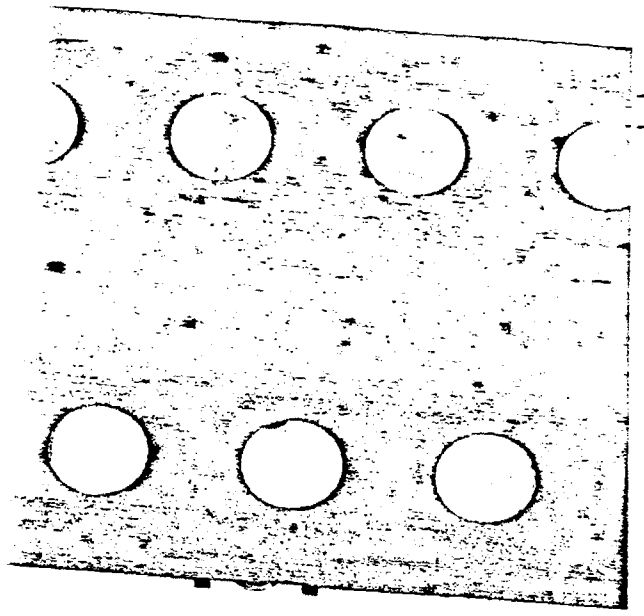
**FOR** _____

BOOK 9639 PG 469

| | | |
|---|---|---|
| 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 26000.00
CON TX 96.20
PRFEE 1.00
WDEED 16.30
[illegible] 113.20
CHECK 113.20
94/06/95 01 12:40 0001 3365



**RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK**

49281

IDENTIFICATION/REFERENCE

95 APR -6 PM 12:41

[illegible]

**No.** 897881