3X41

This instrument prepared by:

Lea W. Stouffer
Farris, Warfield & Kanaday
Suite 1900, 424 Church Street
SunTrust Center
Nashville, TN 37219

BOOK 9885PG517

Address New Owner(s) as Follows:	Send Tax Bills To:	Map and Parcel No.:
Federal Debt Management, Inc. 4015 Belt Line Road Suite 100 Dallas, TX 75244-2398	SAME	Map 135-14A/Par. 8 Map 135-14A/Par. 47 Map 135-14A/Par. 48 Map 135-14A/Par. 49 Map 135-14A/Par. 50 Map 135-14A/Par. 54 Map 135-14A/Par. 57 Map 135-14A/Par. 89 Map 135-14A/Par. 146 Map 135-0/Par. 270 Map 149-2-B/Par. 1

SUCCESSOR TRUSTEE'S DEED

This Successor Trustee's Deed is made and entered into on this the 11th day of December, 1995, by Lea W. Stouffer, Successor Trustee ("Successor Trustee").

WHEREAS, by Deed of Trust dated the 31st day of July, 1986, of record in Book 6936, page 243, Register's Office for Davidson County, Tennessee (the "Deed of Trust"), Concept-F.H.C. Joint Venture, a joint venture composed of Concept Properties & Development, Inc., a Kentucky corporation, and F.H.C., Inc., a Virginia corporation (also known as Concept FHC Joint Venture and Concept F.H.C. Joint Venture) conveyed to Larry R. Bowles and Tommy J. Wallace, jointly and severally as Trustees, the Property (as hereinafter defined), to secure payment to Briercroft Savings Association ("Briercroft") of a certain indebtedness described in the Deed of Trust (the "Indebtedness"); and

WHEREAS, the Federal Savings and Loan Insurance Corporation ("FSLIC") was appointed as Receiver for Briercroft by Resolution 88-362 adopted by the Federal Home Loan Bank Board (the "Bank Board") on May 18, 1988; and

WHEREAS, FSLIC agreed to sell and convey all of the rights, title and interest of FSLIC, as receiver for Briercroft, in and to Briercroft's assets, properties, claims, rights, and interests (the "Interest") to Southwest Savings Association ("Southwest") by agreement dated May 18, 1988 and Resolution 88-363 adopted by the Bank Board on May 18, 1988; and

WHEREAS, FSLIC sold and conveyed the Interest to Southwest pursuant to a Transfer and Assignment dated May 18, 1988, of record in Vol. 1667, page 848, Real Property Records for Travis County, Texas, which sale was authorized pursuant to an Order Designating Supervisory Purchase dated May 18, 1988 and executed by the Commissioner of the Texas Savings and Loan Department; and

WHEREAS, Resolution Trust Corporation ("RTC") was appointed as Receiver for Southwest on July 26, 1991 pursuant to Order No. 91-440 of the Office of Thrift Supervision; and

WHEREAS, Federal Debt Management, Inc. ("Lender") is the owner and holder of the Indebtedness by virtue of an Assignment and Transfer of Indebtedness and Liens from the RTC of record in Book 9038, page 519, Register's Office for Davidson County, Tennessee; and

WHEREAS, the Indebtedness became overdue and unpaid, and other conditions of default occurred, by reason of which the Lender declared the Deed of Trust to be in default; and

WHEREAS, Lender appointed Lea W. Stouffer to serve as Successor Trustee in place of Larry R. Bowles and Tommy J. Wallace in accordance with the terms of the Deed of Trust by an instrument of record in Book 9848, page 632, said Register's Office; and

WHEREAS, Lender directed the Successor Trustee to sell the Property as provided in the Deed of Trust, and the Successor Trustee caused notice to be published in the Nashville Record that the Property would be sold at 10:00 a.m. on December 11, 1995 at the main (south) door of the Davidson County Courthouse in Nashville, Tennessee (the "Foreclosure Notice"), such Foreclosure Notice appearing in said paper on November 16, 1995, November 23, 1995 and November 30, 1995; and

WHEREAS, the Successor Trustee at the time, place and date specified in the Foreclosure Notice offered the Property for sale, and after opening the floor for competitive bids, sold the Property to Federal Debt Management, Inc., at the price of Seven Hundred Thirty-Four Thousand Three Hundred Twelve and 14/100 Dollars ($734,312.14), this being the highest, last and best bid.

NOW, THEREFORE, I, Lea W. Stouffer, Successor Trustee as aforesaid, in consideration of the premises and the sum of $734,312.14, to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto Federal Debt Management, Inc., its successors and assigns (the "Grantee"), all of my right, title and interest in and to the following described real estate, together with all improvements, tenements, hereditaments and appurtenances, all easements serving or benefiting the property and any or all fixtures and improvements now attached to the real property, but no further or otherwise, located in Davidson County, Tennessee (collectively, the "Property"), and more particularly described as follows, to wit:

Parcel I: Land in Davidson County, Tennessee, being Lots Nos. 8, 47, 48, 49, 50, 54, and 57 on the Plan of Pinnacle Point, Phase Two, as of record in Plat Book 6900, pages 140 and 141, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description.

Being the same property conveyed to Concept FHC Joint Venture by Decrees for Redemption of the Chancery Court for Davidson County, Tennessee, of record in Book 9854, page 551 (as to Lot 8), Book 9854, page 554 (as to Lot 47), Book 9854, page 557 (as to Lot 48), Book 9854, page 560 (as to Lot 49), Book 9854, page 563 (as to Lot 50), Book 9854, page 566 (as to Lot 54) and Book 9854, page 569 (as to Lot 57), Register's Office for Davidson County, Tennessee.

The above description was prepared based upon the Plan of Pinnacle Point, Phase Two, of record in Plat Book 6900, pages 140 and 141, said Register's Office.

Parcel II: Land in Davidson County, Tennessee, being Lot No. 88 on the Plan of Pinnacle Point, Phase Three, as of record in Plat Book 6900, pages 391, 392 and 393, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description.

Being the same property conveyed to Concept FHC Joint Venture by Decree for Redemption of the Chancery Court for Davidson County, Tennessee, of record in Book 9854, page 572, Register's Office for Davidson County, Tennessee.

The above description was prepared based upon the Plan of Pinnacle Point, Phase Three, of record in Plat Book 6900, pages 391, 392 and 393, said Register's Office.

Parcel III: Land in Davidson County, Tennessee, being Lot No. 146 on the Plan of Pinnacle Point, Phase Four, as of record in Plat Book 6900, page 524, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description.

Being the same property conveyed to Concept FHC Joint Venture by Decree for Redemption of the Chancery Court for Davidson County, Tennessee, of record in Book 9854, page 575, Register's Office for Davidson County, Tennessee.

The above description was prepared based upon the Plan of Pinnacle Point, Phase Four, of record in Plat Book 6900, page 524, said Register's Office.

Parcel IV: A tract of land in the Second Civil District of Metropolitan Nashville, Davidson County, Tennessee, more fully described as follows:

Beginning at a concrete monument in the northwest corner of Lot 195, Phase 4, Pinnacle Point Subdivision as recorded in Book 6900, Page 524, R.O.D.C., Tennessee and being in the southerly line of the Metropolitan Airport Center Limited tract as recorded in Book 7193, Page 254, R.O.D.C., Tennessee and proceeding as follows:

1. With the westerly boundary of Phase 4, Pinnacle Point Subdivision, as recorded in Book 6900, Page 524, R.O.D.C., Tennessee S08°04'34"E, a distance of 145.00 feet to a concrete monument, said line passing through an iron pin at a distance of 95.00 feet and this 50.00 feet being the terminus of a public dedicated street named Blue Mountain Lane; thence,

2. With a portion of the southerly right-of-way of Blue Mountain Lane N81°55'25"E, a distance of 54.22 feet to a concrete monument; thence,

3. Leaving said right-of-way S08°04'34"E, a distance of 109.75 feet to a concrete monument; thence,

4. S30°03'23"E, a distance of 81.83 feet to a concrete monument; thence,

5. S35°10'10"E, a distance of 376.02 feet to a concrete monument; thence,

6. S18°00'33"E, a distance of 157.29 feet to a concrete monument in the northerly

right-of-way of Piccadilly Row having a right-of-way width of 50.00 feet as recorded in Book 6900, Page 116, R.O.D.C., Tennessee; thence,

7. With said right-of-way and with a curve to the left having a radius of 436.34 feet, a delta angle of 51°37'48", a length of 393.19 feet; said curve having a chord bearing of N87°52'01"W and a chord distance of 380.02 feet to a concrete monument; thence,

8. Continuing with said right-of-way and a curve to the left having a radius of 417.48 feet, a delta angle of 22°52'35", a length of 166.69 feet; said curve having a chord bearing of S54°52'48"W and a chord distance of 165.58 feet to a concrete monument; thence,

9. Continuing with said right-of-way S43°26'30"W, a distance of 265.10 feet to an iron pin; thence,

10. Leaving said northerly right-of-way of Piccadilly Row and with the easterly line of Lot 61 as recorded in Piccadilly Square Subdivision, Phase II, Book 6250, Pages 92, 93 and 94, R.O.D.C., Tennessee N46°14'49"W, a distance of 83.25 feet to an iron pin; thence,

11. With the northerly line of Lots 61, 60, 58, 57 and 56, Piccadilly Square Subdivision, Phase II S88°00'02"W, a distance of 381.33 feet to a planted stone; thence,

12. Leaving Piccadilly Square, Phase II and with the Thomas E. Cathey line as recorded in Book 4935, Page 13, R.O.D.C., Tennessee S86°14'49"W, a distance of 96.28 feet to a corner post; thence,

13. Continuing with said line N03°35'08"W, a distance of 149.86 feet to an iron pin; thence,

14. Continuing with said line N00°23'52"E, a distance of 183.35 feet to an iron pin; thence,

15. Continuing with said Cathey line N08°13'36"E, a distance of 79.94 feet to an iron pin; thence,

16. Continuing with said line N04°29'39"W, a distance of 104.92 feet to an iron pin; thence,

17. Leaving the Cathey property and with the easterly line of Beverly Jo Strotheide as recorded in Book 5020, Page 936, R.O.D.C., Tennessee N 02°26'25"W, a distance of 140.62 feet to an iron pin; thence,

18. Leaving the Strotheide tract and with the Mildred Claudine Massey tract as recorded in Will Book 32, Page 945, Probate Court, Davidson County, Tennessee N01°06'07"W, a distance of 165.71 feet to a corner post; thence,

19. Leaving the Massey tract and with the southerly line of the Geneva Stilts tract as recorded in Book 4764, Page 854, R.O.D.C., Tennessee N77°27'29"E, a distance of 815.79 feet to a corner post; thence,

20. Leaving the Stilts tract and with the southerly line of the Metropolitan Airport Center Limited tract as recorded in Book 7193, Page 254, R.O.D.C., Tennessee N81°55'26"E, a distance of 57.44 feet to the point of beginning and containing 870,044 square feet or 19.97 acres, more or less.

Being the same property conveyed to Concept FHC Joint Venture by Decree for Redemption of the Chancery Court for Davidson County, Tennessee, of record in Book 9854, page 578, Register's Office for Davidson County, Tennessee.

The above description is taken from a boundary survey prepared by George E. Daniels, Tn. Lic. No. 737, Ragan-Smith-Murphy & Associates, Inc., 315 Woodland Street, Nashville, TN 37206, last revised 7/28/89, Job No. 84-060.

The Property is unimproved property.

The street addresses of the Property are believed to be as follows, but such addresses are not part of the legal description of the Property. In the event of any discrepancy, the legal descriptions herein shall control.

Map 135-14A, Parcel 8:	1037 Aldersgate Road, Antioch, Tennessee 37013
Map 135-14A, Parcel 47:	1201 Orchard Mountain Court, Antioch, Tennessee 37013
Map 135-14A, Parcel 48:	1205 Orchard Mountain Court, Antioch, Tennessee 37013
Map 135-14A, Parcel 49:	1209 Orchard Mountain Court, Antioch, Tennessee 37013
Map 135-14A, Parcel 50:	1213 Orchard Mountain Court, Antioch, Tennessee 37013
Map 135-14A, Parcel 54:	1212 Orchard Mountain Court, Antioch, Tennessee 37013
Map 135-14A, Parcel 57:	1200 Orchard Mountain Court, Antioch, Tennessee 37013
Map 135-14A, Parcel 89:	320 Pocono Road, Antioch, Tennessee 37013
Map 135-14A, Parcel 146:	648 Rocky Mountain Parkway, Antioch, Tennessee 37013
Map 135-0, Parcel 270:	Una-Antioch Pike, Antioch, Tennessee 37013
Map 149-2-B, Parcel 1:	Piccadilly Row, Antioch, Tennessee 37013

To have and to hold the Property, and free from the equity of redemption and all other rights of redemption, homestead, dower, and all other exemptions and marital rights, including but not limited to the statutory right of redemption set forth in Tennessee Code Annotated Section 66-8-101, as provided in, but only to the extent provided in, said Deed of Trust.

Grantee hereunder accepts title to the Property and all improvements thereon in an AS IS WHERE IS condition, and without representation or warranty from Successor Trustee as to any matter whatsoever. Without limiting the foregoing, SUCCESSOR TRUSTEE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ADDITIONALLY, SUCCESSOR TRUSTEE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES AS TO THE ABSENCE OR PRESENCE ON OR UNDER THE PROPERTY OF HAZARDOUS SUBSTANCES AS DEFINED BY ANY

ENVIRONMENTAL LAWS, INCLUDING WITHOUT LIMITATION THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT ("CERCLA") OR SIMILAR FEDERAL AND STATE LEGISLATION (COLLECTIVELY, THE "ENVIRONMENTAL LAWS"). Grantee accepts title to the Property subject to any problems arising in connection with the Property and/or the improvements located thereon, including without limitation problems arising out of or in connection with deterioration of any improvements thereon, violations of the Environmental Laws, and potential flood hazards. By accepting the Successor Trustee's Deed, Grantee agrees to indemnify and hold the Successor Trustee harmless from any and all costs, expenses, and liability, including without limitation attorneys' fees, arising out of or in connection with any of the foregoing.

Said sale is subject to certain easements, restrictions, liens, taxes, etc., including, but not limited to the following to which the sale is expressly made subject and each of which survive the foreclosure described in the Foreclosure Notice:

(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) Subject to the liens for any unpaid assessments and/or special assessments which take priority over the Deed of Trust upon which this foreclosure sale is had.

(3) Any mechanics' and materialmen's liens, filed or unfiled, which take priority over the Deed of Trust upon which this foreclosure sale is had.

(4) Title to that portion of the Property lying within the bounds of any roads, streets, or highways.

(5) Such easements, building lines, recorded plans and restrictions as may be applicable, including, but not limited to the following:

(a) Restrictive covenants contained in instrument of record in Book 6405, page 169, said Register's Office.

(b) Sewer easement of record in Book 6825, page 683, said Register's Office (applies to Lot 88 described as Parcel II above).

(c) Storm Water Detention Agreement of record in Book 7274, page 506, said Register's Office (applies to Lot 88 described as Parcel II above).

(d) Storm Water Detention Agreement of record in Book 7424, page 953, said Register's Office (applies to Lot 88 described as Parcel II above).

(e) Master Deed, Declaration of Covenants and Restrictions, and By-Laws of Pinnacle Point Homeowners Association, all as made, provided and set out in instrument of record in Book 7032, pages 730 through 777, both inclusive, said Register's Office.

(f) Certificate of Correction of Acknowledgment and Oath of record in Book 7065, page 959, said Register's Office.

(g) Amendment to Declaration of Covenants, Conditions and Restrictions of record in Book 7067, page 739, said Register's Office.

(h) Articles of Incorporation of Pinnacle Point Homeowners Association of record in Book 7058, page 235 through 239, both inclusive, said Register's Office.

(i) Deed from Concept Properties and Development, Inc. on behalf of Concept-F.H.C. Joint Venture, to Metropolitan Government Department of Water and Sewerage Services, of record in Book 7097, page 158, said Register's Office.

(j) Deed of Conveyance of 8" sanitary sewer to serve Pinnacle Point, of record in Book 9207, page 504, said Register's Office (applies to Lot 146 described as Parcel III above).

(k) Deed of Conveyance of water mains of record in Book 9207, page 511, said Register's Office (applies to Lot 88 described as Parcel II above).

(l) Deed of Conveyance of water mains of record in Book 9207, page 522, said Register's Office (applies to Lot 88 described as Parcel II above).

(m) Deed of Conveyance of water main to serve Pinnacle Point, of record in Book 9207, page 529, said Register's Office (applies to Lot 146 described as Parcel III above).

(n) 8' drainage and utility easement across Reserve Parcel "C" as shown on the Plan of Piccadilly Square, Phase 2, of record in Book 6250, pages 92, 93 and 94, said Register's Office (applies to a portion of Parcel IV described above).

(o) Subject to all matters shown on the Plan of Pinnacle Point, Phase Two of record in Book 6900, pages 140 and 141, said Register's Office (applies to Lots 8, 47, 48, 49, 50, 54 and 57 described as Parcel I above).

(p) Subject to all matters shown on the Plan of Pinnacle Point, Phase Three of record in Book 6900, pages 391, 392 and 393, said Register's Office (applies to Lot 88 described as Parcel II above).

(q) Subject to all matters shown on the Plan of Pinnacle Point, Phase Four of record in Book 6900, page 524, said Register's Office (applies to Lot 146 described as Parcel III above).

(6) Any rights of redemption or otherwise held by the Internal Revenue Service as provided for in 26 U.S.C. Sub. Sec. 7425(d)(1) and/or any rights of redemption or otherwise held by the State of Tennessee as provided for in T.C.A. Sec. 67-1-1433(c)(1).

(7) Rights or claims of parties in possession.

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

(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.

Lea W. Stouffer
Lea W. Stouffer,
Successor Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Cathy H. Pruitt, a Notary Public of the State and County aforesaid, personally appeared LEA W. STOUFFER, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), 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 11th day of December, 1995.

Cathy H. Pruitt
Notary Public

My commission expires: 3/22/97

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is Seven Hundred Thirty-Four Thousand Three Hundred Twelve and 14/100 Dollars ($734,312.14).

Lea W. Stouffer
Affiant

Subscribed and sworn to before me this the 11th day of December, 1995.

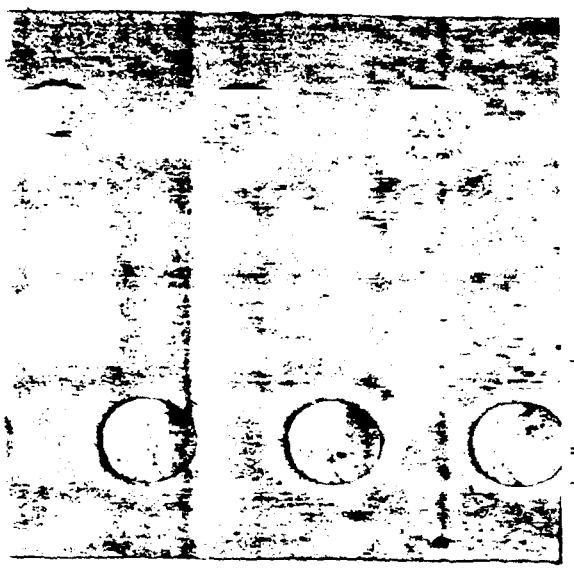
Cathy H. Pruitt
Notary Public

My commission expires: 3/22/97

0131125
IDENTIF. & REFERENCE

95 DEC 11 PM 3:40
FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TN.

7263 12/11 0101 03CHECK 2749.91



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 9885 PG 525

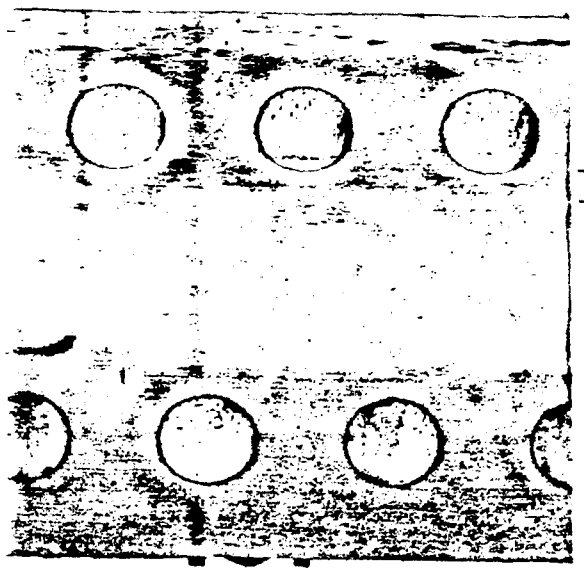
CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT
734312.14
CON TX 2716.91
PRFEE 1.00
WDEED 32.00
TOTAL 2749.91
CHECK 2749.91

12/11/95 01 15:50 0001 7263

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK



0131125
IDENTIF. & REFERENCE

95 DEC 11 PM 3:48
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 985734