Box #52

BOOK 9890 PG 672

RTC TENNESSEE SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made the 11th day of December, 1995, by RESOLUTION TRUST CORPORATION, as receiver of Metropolitan Federal Savings and Loan Association, F.A., whose address is c/o CSW Associates, Inc. 1001 S. Bayshore Dr. Ste 1200 Miami, as GRANTOR, to J. Trent Lehman, an unmarried person, whose address is 5763 Brentwood Trace, Brentwood, TN 37027, 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, TN, more particularly described as:

SEE EXHIBIT "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF.

Official Property I.D. No.: 160-14B-63CO

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.

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:

Francisco Rey

Grace Ramos

GRANTOR:

RESOLUTION TRUST CORPORATION,
as RECEIVER
of Metropolitan Federal Savings and Loan Association F.A., by CSW Associates, Inc. as attorney in fact
By:
Title: Bradley S. Weiss, President and attorney in fact

Prepared by: CSW Associates, Inc.

[ACKNOWLEDGEMENT]

0132760
IDENTIFICATION REFERENCE

95 DEC 18 AM 11:33
FELIX A. [illegible]
DAVIDSON COUNTY, TN.

ACKNOWLEDGEMENT

STATE OF Florida)
) ss.
COUNTY OF Dade)

On this 11th day of December, 1995, before me, appeared Bradley S. Weiss, to me personally known, who being duly sworn, did say that s/he is the President and attorney in fact for Resolution Trust Corporation, as receiver of Metropolitan Federal Savings and Loan Association, F.A., and that the instrument was signed for the purposes therein contained on behalf of the corporation, and by authority of the corporation, and s/he further acknowledged the instrument to be the free act and deed of the corporation as receiver of Metropolitan Federal Savings and Loan Association, F.A.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Greethen M. Morales
Notary Public

Printed Name: GREETHEN M. MORALES

My Commission Expires:

GREETHEN M. MORALES
MY COMMISSION # CC 318121
EXPIRES: September 22, 1997
Bonded Thru Notary Public Underwriters

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

The actual consideration or value, whichever is greater, for this transfer is $47,900.00.

W. Bud Lehman
Affiant

Subscribed and sworn before me this 15th day of December, 1995.

My Commission Expires: 3/6/99

Brenda R. Lehman
Notary Public

EXHIBIT "A"
LEGAL DESCRIPTION

All that certain unit known and described as Unit 5763 of Brentwood Trace Condominiums revised, as the same is shown on that certain deed recorded in Book 9297, Page 306, of the records of Davidson County, Tennessee.

a/k/a 5763 Brentwood Trace, Brentwood, TN 37027

and further described as follows:

Being Unit No. 5763, in Brentwood Trace Condominium, a Horizontal Property Regime, located on Old Hickory Boulevard, Brentwood, Davidson County, Tennessee, as shown on the Plat of Brentwood Trace Condominium, recorded in Book 5200, page 219, as revised in Book 5200, page 230, further revised in Book 5200, page 261, Register's Office for Davidson County, Tennessee, and described in a Master Deed recorded in Book 5524, page 415, amended in Book 5545, page 510, Register's Office for Davidson County, Tennessee, to which reference is here made.

EXHIBIT "B"
LURA LANGUAGE

This Special Warranty Deed is subject also to the covenants and restrictions set forth in the Land Use Restriction Agreement executed by Grantor and Grantee concurrently herewith, which is attached hereto as Exhibit "B" and made part hereof.

Box 52

RESOLUTION TRUST CORPORATION
AFFORDABLE HOUSING DISPOSITION PROGRAM BOOK 9890 PG 676

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 15th day of December, 1995, by and J. Trent Lehman, (the "Buyer") and RESOLUTION TRUST CORPORATION, acting in its capacity as Receiver of Metropolitan Federal Savings & Loan Association, F.A. (the "Seller"), and their respective successors and assigns, with respect to certain real property and the improvements thereon, located at #101, 5763 Brentwood Trace, Nashville, Tennessee 37027 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 Buyer of the Seller, at 11.50 pm on the 14th day of December, '1996 (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 whichthe 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 Occupany 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. Recpature 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 recaputre 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 with (a) and (B) total FORTY SEVEN Thousand NINE Hundred dollars [$47,900]), plus (C) the actual cost of any improvements to the Property made after the date of the Buyer's acquisition of the Property.

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 daid recaputre 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 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 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 Corproation, 801 17th 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 written above.

BUYER

By: _____
Name: J. Trent Lehman

SELLER
Resolution Trust Corporation as Receiver for Metropolitan Federal Savings & Loan Associates, F.A. by CSW Associates, Inc., as Attorney-in-Fact

By: _____
Name: Bradley S Weiss
Title: President and Attorney in Fact

NOTARY BLOCK (Buyer)
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Brenda L Lehman
NOTARY PUBLIC

Brenda P. Lehman
PRINT NAME
Notary Public for the State of Tennessee
My Commission Expires: 3/6/1999

NOTARY PUBLIC
SHELBY CO. TENNESSEE

NOTARY BLOCK (Seller)
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Gresthen M. Morales
NOTARY PUBLIC

GRESTHEN M. MORALES
PRINT NAME
Notary Public for the State of FL
My Commission Expires: _____

GRESTHEN M. MORALES
MY COMMISSION # CC 318121
Expires: September 22, 1997
Bonded Thru Notary Public Underwriters

EXHIBIT A TO BOOK 9890 PG 679
LAND USE RESTRICTION AGREEMENT:
PURCHASE OF SINGLE FAMILY RESIDENCE OR CONDOMINIUM
BY QUALIFYING HOUSEHOLD

LEGAL DESCRIPTION

All that certain unit known and described as Unit 5763, Brentwood Trace Condominiums revised, as the same is shown on that certain deed recorded in Book 9297, Page 306, of the records of Davidson County Tennessee.

a/k/a 5763 Brentwood Trace, Brentwood, Tennessee 37027

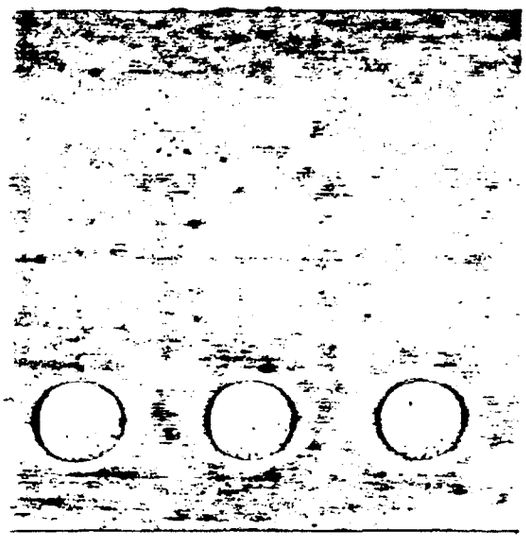
and further described as follows:

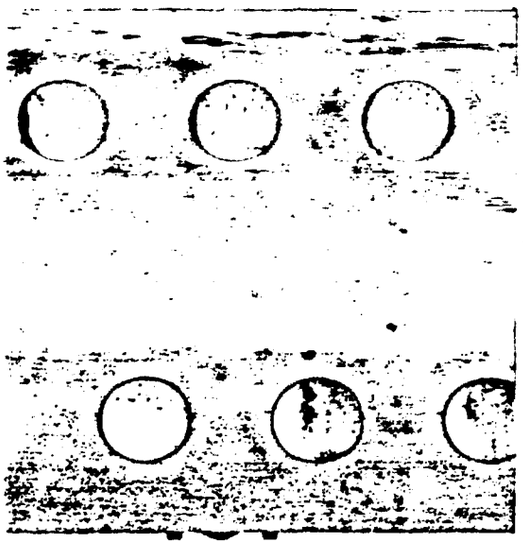
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9061 12/18 0101 03CHECK 210.23

RETURN RECORDED LAND USE RESTRICTION AGREEMENT TO:

CSW Associates, Inc.
1221 Brickell Avenue, 16th Floor
Miami, Florida 33131
Attn: Francisco Rey
CSW No.: 1910AH





OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 9890 PG 680

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	47900.00
CON TX	177.23
PRFEE	1.00
WDEED	32.00
TOTAL	210.23
CHECK	210.23

12/13/95 01 11:35 0001 9061

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0132760
IDENTIF. # REFERENCE

95 DEC 18 AM 11:33
FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN.

No. 987498