ATE OF TENNESSEE
)UNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, s for Tennessee
WHICHEVER IS GREATER, FOR THIS TRANSFER IS Governmental
35,000.00
Herman Rubin
AFFIANT
BSCRIBED AND SWORN TO BEFORE ME, THIS
E 8th DAY OF February 1996
Deputy Register

BOOK 9944PG440

268

TENNESSEE SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made the 29th day of January _____, 1996, by the FEDERAL DEPOSIT INSURANCE CORPORATION ("FDIC"), acting in its capacity as Receiver for Metropolitan Federal Savings and Loan Association, F.A., which pursuant to 12 U.S.C. §1441a(m)(1) succeeded the RESOLUTION TRUST CORPORATION ("RTC") in its capacity as Receiver for Metropolitan Federal Savings and Loan Association, F.A., whose address is c/o CSW Associates, Inc., 1001 South Bayshore Drive, Suite 1200, Miami, FL 33131, as GRANTOR, to Linda K. Matheny, a single person, whose address is 21 Vaughn's Gap Road, Nashville, TN 37205, 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, Tennessee, more particularly described as:

See Exhibit "A"

Official Property I.D. No.:13316500
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.

Subject also to the covenants and restrictions set forth in the Land Use Restriction Agreement executed by Federal Deposit Insurance Corporation as Receiver for Metropolitan Federal Savings and Loan Association, F.A. and Linda K. Matheny concurrently with this deed, as Exhibit B.

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 Deed.

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

BOOK 9944 PG 441

Signed, sealed and delivered
in the presence of:

Jesus Cardenas

GRANTOR:
FEDERAL DEPOSIT INSURANCE CORPORATION, Receiver for Metropolitan Federal Savings and Loan Association, F.A.

By: _____

Bradley S. Weiss
Attorney-in-Fact
Pursuant to a Limited Power of Attorney a copy of which is attached as Exhibit C to this Special Warranty Deed.

ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF DADE

On this 31ST Day of JANUARY, 1996, before me, appeared Bradley S. Weiss, to me personally known, who being duly sworn, did say that ~~s~~/he is Attorney in Fact for Federal Deposit Insurance Corporation, 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

By: _____
Name: Bradley S. Weiss
Attorney-In-Fact

EXHIBIT A TO
LAND USE RESTRICTION AGREEMENT:
PURCHASE OF SINGLE-FAMILY RESIDENCE OR CONDOMINIUM
BY QUALIFYING HOUSEHOLD

LEGAL DESCRIPTION

Land in Davidson County, Tennessee, being Unit No. 5 of Belle Meade Highlands Condominium created under Title 66, Chapter 27, Sections 101 et seq., as amended, Tennessee Code Annotated, and as established by the Master Deed establishing Belle Meade Highlands Condominium, of record in Book 7091, Page 302, Register's Office for Davidson County, Tennessee, together with the undivided percentage interests in the common elements appurtenant to said units as set forth in Exhibit A-1 of the Master Deed. Reference is hereby made to the Plat of Belle Meade Highlands Condominium as set forth in Exhibit A-2 and said Master Deed for a more complete description and identification of said Unit.

Being the same property conveyed to Metropolitan Federal Savings and Loan Association by Special Warranty Deed of record in Book 7833, Page 483 in the Register's Officer for said County.

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE
RECORDING TAX PURPOSES IS $0. EXHIBIT B

26B

BOOK 9944PG443

RESOLUTION TRUST CORPORATION
AFFORDABLE HOUSING DISPOSITION PROGRAM

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 29th day of January, 1996, by and between Linda K. Matheny (the "Buyer") and ~~RESOLUTION TRUST CORPORATION~~, acting in its capacity as Receiver/~~Conservator~~ of Metropolitan Federal Savings and Loan Association, F.A. (the "Seller"), and their respective successors and assigns, with respect to certain real property and the improvements thereon, located at 21 Vaughn's Gap Road, #5, Nashville, TN 37205 and having the legal description set forth on Exhibit A hereto (the "Property").

*Federal Deposit Insurance Corporation
**

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 the Buyer or the Seller, at 11:59 p.m. on the 29th day of January, 1997 (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 which the 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.

** Successor in interest to the Resolution Trust Corporation

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

2. Buyer's Intention to Occupy 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. Recapture 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 recapture 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, (A) and (B) total thirty-six thousand one hundred ~~thirty-four and 95/100~~ Dollars ($36,134.95)), 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 said recapture 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 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 execute the release of this Agreement and send it to said closing agent with instructions as to the 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.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

6. Notice. All correspondence to the Seller shall be sent to the Seller at the following address: Resolution Trust Corporation, 801 Seventeenth 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 above written.

BUYER

By: Linda K Matheny
Name (print): LINDA K. MATHENY

SELLER

FEDERAL DEPOSIT INSURANCE CORPORATION
~~RESOLUTION TRUST CORPORATION~~,
as Receiver/~~Conservator (circle one)~~
for: Metropolitan Federal Savings and Loan Association F.A.
by CSW Associates, Inc., as Attorney-in-Fact
By: Bradley S. Weiss
Name (print): Bradley S. Weiss, ~~President and~~
Title: Attorney in Fact

NOTARY BLOCK: SELLER

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

GREETHEN M. MORALES
MY COMMISSION # CC 319121
EXPIRES: September 22, 1997
Bonded Thru Notary Public Underwriters

GREETHEN M. MORALES
PRINTED NAME

Notary Public For the State of: FL
My Commission Expires: _____

NOTARY BLOCK: BUYER

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

Wanda F. Fults
NOTARY PUBLIC

WANDA F. FULTS
NOTARY PUBLIC AT LARGE
STATE OF TENNESSEE
My Commission Expires September 28, 1997

WANDA F. FULTS
PRINTED NAME

Notary Public For the State of: TENNESSEE
My Commission Expires: _____

BOOK 9944PG446

EXHIBIT A TO
LAND USE RESTRICTION AGREEMENT:
PURCHASE OF SINGLE-FAMILY RESIDENCE OR CONDOMINIUM
BY QUALIFYING HOUSEHOLD

LEGAL DESCRIPTION

Land in Davidson County, Tennessee, being Unit No. 5 of Belle Meade Highlands Condominium created under Title 66, Chapter 27, Sections 101 et seq., as amended, Tennessee Code Annotated, and as established by the Master Deed establishing Belle Meade Highlands Condominium, of record in Book 7091, Page 302, Register's Office for Davidson County, Tennessee, together with the undivided percentage interests in the common elements appurtenant to said units as set forth in Exhibit A-1 of the Master Deed. Reference is hereby made to the Plat of Belle Meade Highlands Condominium as set forth in Exhibit A-2 and said Master Deed for a more complete description and identification of said Unit.

Being the same property conveyed to Metropolitan Federal Savings and Loan Association by Special Warranty Deed of record in Book 7833, Page 483 in the Register's Officer for said County.

011,9321
IDENTIFICATION REFERENCE

95 FEB -9 PM 3:51
FELIX ... REGISTER
DAVIDSON COUNTY, TN.

RETURN RECORDED LAND USE RESTRICTION AGREEMENT TO:

CSW Associates, Inc.
~~1221 Brickell Avenue~~ 1001 S. Bayshore Dr., 12th Floor
~~Executive Plaza~~
Miami, FL 33131
Asset Manager: D.A. Cook
CSW REO # 2567

26B

EXHIBIT C

BOOK 9944PG447

18 PR

FILED AND RECORDED
96 JAN 10 PM 3:42
Jay C. Stephenson
CLERK SUPERIOR COURT CLERK

Prepared by:
Judy C. Stewart
Federal Deposit Insurance Corporation
Legal Division, Southeast Service Center
Suite 1800, One Atlantic Center
1201 West Peachtree Street, N.E.
Atlanta, Georgia 30309-3415

LIMITED POWER OF ATTORNEY

WHEREAS, the Federal Deposit Insurance Corporation, a corporation duly organized and existing under the laws of the United States of America, acting in its capacity as conservator or receiver of the institutions listed on Exhibit "A" attached hereto and made a part hereof ("FDIC") (FDIC being successor to Resolution Trust Corporation in its capacity as conservator or receiver for such institutions pursuant to 12 U.S.C. §1441a(m)(1)), is the owner of the real property or real property related assets, personal or mixed property (the "Assets") of such institutions; and

WHEREAS, FDIC desires to designate **Bradley S. Weiss, of CSW Associates, Inc.,** ("Contractor") as attorney-in-fact for the limited purpose of facilitating the management and disposition of the Assets.

NOW, THEREFORE, FDIC appoints Contractor as its true and lawful attorney-in-fact to act in its name, place and stead, and hereby grants Contractor the authority, subject to the limitations herein, as follows:

1. To sell, manage, lease, convey, transfer, assign, contract to sell, or otherwise dispose of, on either an all cash basis or on seller financed terms, all or any part(s) of the Assets, and to take all other appropriate action with respect to the management and disposition of the Assets;

2. To demand, recover, collect, receive, and receipt for all sums of money, checks, accounts, interests, dividends and demands due or owing to FDIC on account of any accounts, debts, loans or other obligations included among the Assets (the "Obligations"), and to take such lawful action as may be necessary, in the name of FDIC, for recovery thereof against the obligors and any co-signors, guarantors, sureties or others responsible in whole or in part for payment of the Obligations by suit, garnishment, attachment, foreclosure or otherwise, and to take all other appropriate action with respect to the administration or collection of the Obligations;

3. To accept additional or substitute collateral or other security (collectively, "Collateral"), to release Collateral, and in the event of default with respect to any Obligation, to take

possession of any related Collateral, to sell or liquidate Collateral by any lawful means, including (without limitation) the initiation of sales by foreclosure or other means pursuant to mortgages, deeds of trust and other security documents, with the authority to appoint or substitute trustees, to provide, post or file required notices, to accept bids, to tender bids or credit bids at the foreclosure sale on behalf of FDIC, and to take all other appropriate action with respect to disposition of the Collateral;

4. To renew, extend, restructure, compromise, release or otherwise modify Obligations due FDIC, and the obligations of any guarantors or sureties of such Obligations, including (without limitation) use of the following methods: increase or reduce interest rates, substitute Collateral of equal or greater value, the subordination of lien position in order to increase cash recovery, and the acceptance of a deed-in-lieu of foreclosure;

5. To sell, assign or otherwise dispose of, on either an all cash basis or on seller financed terms, all or any part(s) of the Obligations, and to sell the servicing rights as to the Obligations;

6. To establish such bank accounts as may be necessary from time to time to conduct the business of FDIC as it relates to the Assets, and to deposit funds into and disburse funds from such accounts;

7. To contract for professional services on behalf of FDIC in connection with the Assets, including but not limited to, property management, appraisals, inspections, surveys, title reports, commitments and title policies, environmental reports, construction, architectural and engineering, and other similar services;

8. To take any and all action necessary on behalf of FDIC, to effectuate indemnity agreements and indemnity, surety or judicial bonds, in connection with the Assets or any litigation related to the Assets; and

9. To prepare, execute, and deliver any and all documents necessary to accomplish the foregoing, including but not limited to deeds, contracts, leases, assignments, bills of sale, amendments, releases, extensions, satisfactions, and full or partial releases of liens.

The authority granted hereunder is limited to transactions where the purchase or sale price of the subject Asset or the obligation incurred with respect to the subject Asset does not exceed One Million Dollars and No/100 $1,000,000.00.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

This Power of Attorney shall be effective as of the execution date and shall continue in full force and effect until April 30, 1996 (the "Termination Date") unless otherwise terminated in writing by the execution and delivery of an instrument revoking the authority hereby granted (the "Revocation").

Any third party may rely upon this document as evidence of Contractor's authority to continue to exercise the powers granted herein until the Termination Date, unless a Revocation has been duly recorded in the appropriate public records or unless such third party has actual notice of the Revocation.

IN WITNESS WHEREOF, the FDIC by its duly authorized officers empowered in that behalf by appropriate Resolution of its Board of Directors, has caused these presents to be subscribed in its name and its corporate seal to be thereunto affixed this 7th day of December, 1995.

FEDERAL DEPOSIT INSURANCE CORPORATION

By: _____
Name: David Steadman
Title: Regional Manager
Division of Depositor and Asset Services
Southeast Service Center

(SEAL)

ATTEST: _____
Patti C. Fox
Assistant Executive Secretary

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

_____
Witness

_____
Witness

STATE OF GEORGIA)
) SS
COUNTY OF FULTON)

On this 7th day of December, 1995, before me, Notary Public in and for the State of Georgia, personally appeared David Steadman, to me known personally, who being by me first duly sworn did depose that he is Regional Manager, Southeast Service Center, Division of Depositor and Asset Services, of the Federal

Deposit Insurance Corporation, the Corporation in whose name the foregoing Power of Attorney has been subscribed, and that the said Power of Attorney was subscribed on behalf of the said Corporation by due authority of the Corporation's Board of Directors, and the said David Steadman acknowledged the said Power of Attorney to be the free act and deed of said Corporation.

Margaret Frohmiller
Notary Public, State of Georgia

My commission expires: Notary Public, Cobb County, Georgia My Commission Expires April 9, 1997

N.P. SEAL

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

1933

ATTEST: Patti C. Fox
Patti C. Fox
Assistant Executive Secretary (Operations)

0527231

UNITED STATES OF AMERICA)
) SS
DISTRICT OF COLUMBIA)

CORPORATE SEAL

On this 12th day of December, 1995, before me, Notary Public in and for the District of Columbia, personally appeared Patti C. Fox, to me known personally, who being by me first duly sworn did depose that she is Assistant Executive Secretary of the Federal Deposit Insurance Corporation, the Corporation whose name the foregoing Power of Attorney has been subscribed, who further said that the seal affixed to the said Power of Attorney is the corporate seal of the said Federal Deposit Insurance Corporation, and that said Power of Attorney has been subscribed on behalf of the said Corporation and its seal thereto affixed by due authority of the Corporation's Board of Directors, and the said Patti C. Fox acknowledged that said Power of Attorney to be the free act and deed of the said Corporation.

Gwendolyn F. Alston
Notary Public, District of Columbia
United States of America

N.P. SEAL

My Commission Expires: SEPTEMBER 14, 2000

s:\forms\poweratty\usmdocrw.pas

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

Exhibit A

All failed institutions for which the Resolution Trust Corporation was named Conservator or Receiver.

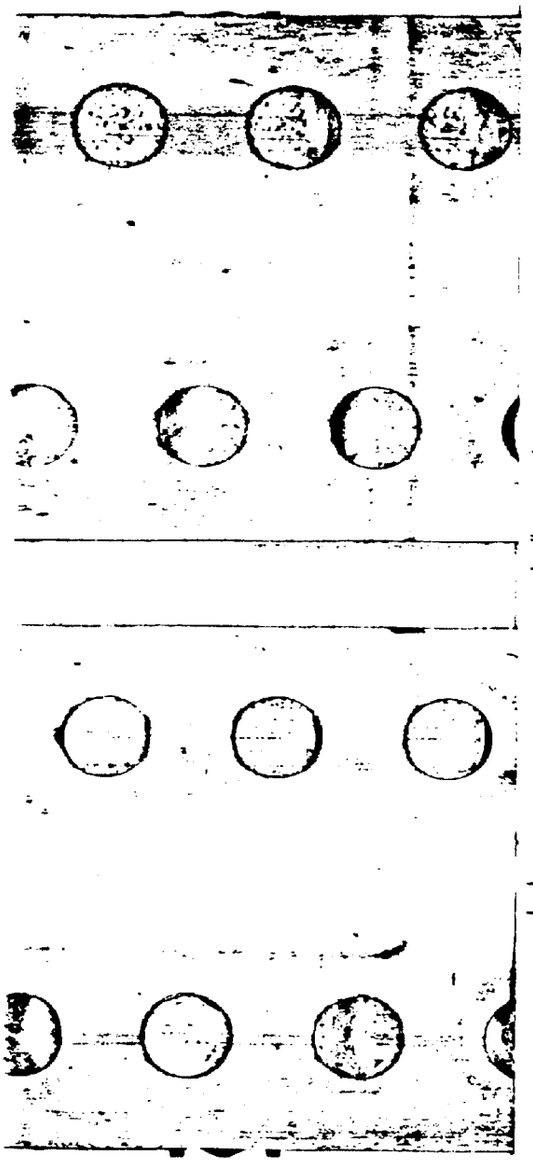
BK9348PG0365

5847 02/09 0101 03CHECK 182.50

BOOK 9944 PG 452

GEORGIA, COBB COUNTY
I HEREBY CERTIFY THE WITHIN AND FOREGOING
TO BE A TRUE, CORRECT AND COMPLETE COPY OF
THE ORIGINAL THAT APPEARS OF RECORD IN
Deed BOOK 9348 PAGE 361, 362, 363, 364, 365 IN THIS
OFFICE.
THIS 10 DAY OF January 1996

Jimmie C. Mann
DEPUTY CLERK, COBB SUPERIOR
COURT, COBB COUNTY, GEORGIA



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

RECEIVED OF _____

FOR _____

BOOK 9944PG453

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 35000.00
CON TX 129.50
PRFEE 1.00
WDEED 52.00
TOTAL 182.50
CHECK 182.50

02/09/96 01 15:54 0001 6847

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0149321
IDENTIFICATION REFERENCE

95 FEB -9 PM 3:51
FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN.

No. 1005054