BOX 19B
96-4-51A

P.... 10044 PG 445

TENNESSEE SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made the 26th day of April, 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. Section 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 S. Bayshore Drive, Suite 1200, Miami, Florida 33131, as Grantor and John Eddy Fonseca, whose address is 600 Hicks Road, Nashville, Tennessee, 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 particularly described as:

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

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 Exhibit "B" made a part hereof.

Official Property I.D. No.: 075-11-181
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:

GRANTOR:

FEDERAL DEPOSIT INSURANCE CORPORATION as Receiver for: Metropoli ...l Federal Savings and Loan Association, F.A.

By: Edward B. Craig

Title: Edward B. Craig ., attorney in fact

Michael Mukbito

[ACKNOWLEDGEMENT]

0179962
IDENTIF. ↑ REFERENCE

96 MAY -8 PM 12:38
LIX Z. ... REGISTER
DAVIDSON COUNTY, TN.

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

STATE OF Florida)
) ss.
COUNTY OF Dade)

On this 26th day of April, 1996, before me, appeared Edward B. Craig, to me personally known, who being duly sworn, did say that s/he is the Attorney in Fact for the Federal Deposit Insurance Corporation as Receiver for 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 for 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.

Gretchen M. Morales
Notary Public

Printed Name: GRETCHEN M. MORALES

My Commission Expires:

GRETCHEN M. MORALES
MY COMMISSION # CC 315121
EXPIRES: September 22, 1997
Bonded Thru Notary Public Underwriters

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THE TRANSFER IS $38,250.00.

Lisa Aiken
AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 26th day of April, 1996.

Arella S. Batson
NOTARY PUBLIC
MY COMMISSION EXPIRES: 1-24-98

NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENNESSEE

This instrument was prepared by:

CSW Associates, Inc.
1001 S. Bayshore Drive
Suite 1200
Miami, Florida 33131

Tax statements for the real property described in this instrument should be sent to:

John Eddy Fonseca
1002 Rachel's Square
Hermitage, Tennessee 37076

After recording, please return this instrument to:

John Eddy Fonseca
1002 Rachel's Square
Hermitage, Tennessee 37076

EXHIBIT "A"

TO

DEED OF TRUST

LEGAL DESCRIPTION

LAND in Davidson County, Tennessee, being Lot No. 103-A on the Plan of the Zone Lot Division of Lots 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 103, 104, 105, 106 and 107, Rachel's Square, now known as Colony Downs, Section Two, a Planned Unit Development, as of record in Book 6250, Page 542, and amending Book 5200, Pages 623-625, Register's Office for Davidson County, Tennessee, to which said plan reference is hereby made for a more complete and accurate legal description thereof.

BEING the same property conveyed to Resolution Trust Corporation, as Receiver for Metropolitan Federal Savings and Loan Association, F. A., by Deed from D. Randall Mantooth, Successor Trustee, of record in Book 8678, Page 736, Register's Office for Davidson County, Tennessee.

THIS conveyance is subject to Declaration of Covenants, Conditions and Restrictions of Rachel's Square, now known as Colony Downs, of record in Book 6619, Page 777, and as amended in Book 8030, Page 757, said Register's Office; easements and setback lines as set forth on the above plan of record; and taxes for the current year which have been prorated and assumed by the Grantee(s) herein.

BOX 19B
96-4-51A

BOOK 10044 PG 448

FEDERAL DEPOSIT INSURANCE 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 26th day of April, 1996, by and between John Eddy Fonseca (the "Buyer") and FEDERAL DEPOSIT INSURANCE CORPORATION, acting in its capacity as Receiver/[redacted] 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 1002 Rachel's Square, Hermitage, Tennessee, 37076 and having the local 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 the Buyer or the Seller, at 11:59 p.m. on the 27th day of April, 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) 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.

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 forty thousand and fourteen Dollars ($ 40,014.32), 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.

6. Notice. All correspondence to the Seller shall be sent to the Seller at the following address: Federal Deposit Insurance Corporation, 801 Seventeenth Street. N.W. Washington, D.C. 20434, 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: _____

Name (print): John Eddy Fonseca

NOTARY BLOCK: BUYER

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

_____ PETER WEISS

NOTARY PUBLIC — PRINTED NAME

PETER WEISS NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN

Notary Public For the State of: TENNESSEE

My Commission Expires: 7-24-99

SELLER

FEDERAL DEPOSIT INSURANCE CORPORATION,
as Receiver/~~Conservator~~
for Metropolitan Federal Savings and Loan Association, F.A.

By: _____
Name (print): Edward B. Craig
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.

_____ GRETCHEN M. MORALES

NOTARY PUBLIC — PRINTED NAME

PETER WEISS NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN

Notary Public For the State of: _____

My Commission Expires: _____

GRETCHEN M. MORALES
MY COMMISSION # CC 316121
EXPIRES: September 22, 1997
Bonded Thru Notary Public Underwriters

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

LEGAL DESCRIPTION

LAND in Davidson County, Tennessee, being Lot No. 103-A on the Plan of the Zone Lot Division of Lots 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 103, 104, 105, 106 and 107, Rachel's Square, now known as Colony Downs, Section Two, a Planned Unit Development, as of record in Book 6250, Page 542, and amending Book 5200, Pages 623-625, Register's Office for Davidson County, Tennessee, to which said plan reference is hereby made for a more complete and accurate legal description thereof.

BEING the same property conveyed to the Grantor(s) herein by Deed of even date and being filed for record simultaneously herewith.

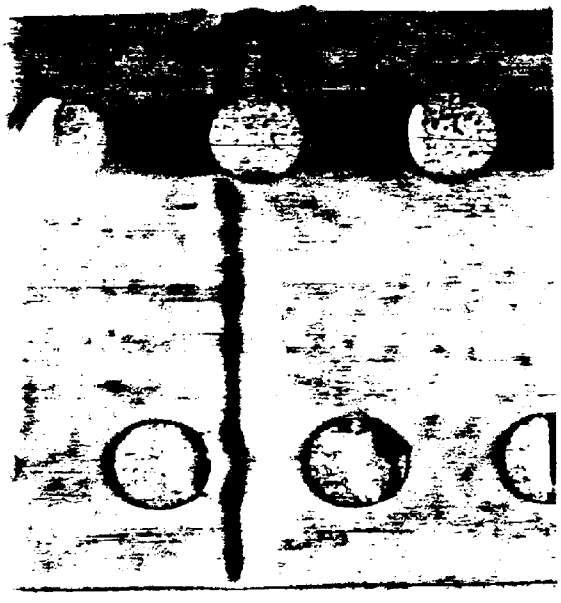
RETURN RECORDED LAND USE RESTRICTION AGREEMENT TO:

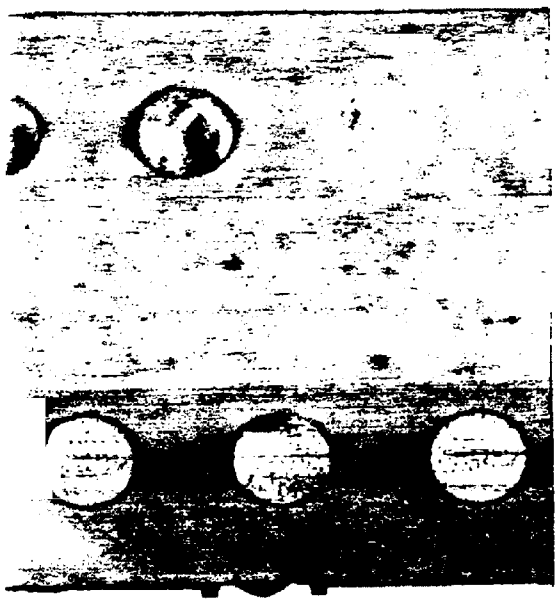
CSW Associates, Inc.
1001 South Bayshore Drive
Suite 1200
Miami, FL 33131

Asset Manager: Michael Morabito

CSW REO #: 1705ah

apps\contract\form\lura.frm
(01/01/96)





OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 10044 PG 452

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

CONT	38250.00
CON TX	140.53
PRFEE	1.00
WDEED	28.00
TOTAL	169.53
CHECK	169.53

05/08/96 01 12:42 0001 9636

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0179962
IDENTIF. ↑ REFERENCE

96 MAY -8 PM 12: 38

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 1037638