

After recording, please return to:

RTC Land Assets Trust 1995-NP2
c/o PNL Credit Companies
200 Bailey Avenue
Fort Worth, TX 76107

*NOTE
250000*

Inst # 1996-13013

SPECIAL WARRANTY DEED

STATE OF ALABAMA *
 * KNOW ALL MEN BY THESE PRESENTS
COUNTY OF SHELBY *

FEDERAL DEPOSIT INSURANCE CORPORATION ("FDIC"), acting in its capacity as Receiver for Jefferson 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 Jefferson Federal Savings and Loan Association, F.A. whose mailing address is 801 17th Street, Washington, D.C. 20434 ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid to Grantor by NP2 SOUTH, L.P., a Texas limited partnership, whose mailing address is c/o PNL Credit, 200 Bailey Avenue, Fort Worth, Texas 76107 ("Grantee"), the receipt and sufficiency of which are hereby acknowledged by Grantor, has GRANTED, BARGAINED, SOLD AND CONVEYED and by these presents does GRANT, BARGAIN, SELL AND CONVEY unto Grantee that certain real property located in Shelby County, Alabama, and more particularly described on Exhibit A, attached hereto and made a part hereof, together with all improvements thereon and all rights and appurtenances pertaining thereto, including, without limitation, any and all right, title and interest of Grantor in all roads, alleys, easements, streets and ways adjacent thereto, and rights of egress and ingress thereto (collectively, the "Property").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the Grantee, its successors and assigns forever, subject to covenants, conditions, rights, easements and restrictions of record and special assessments not yet due, and Grantor does hereby bind itself and its successors, TO WARRANT AND FOREVER DEFEND all and singular the Property unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

EXECUTED as of this 4th day of March, 1996, but effective as of September 27, 1995.

04/22/1996-13013
10:50 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MEL 266.00

FEDERAL DEPOSIT INSURANCE CORPORATION ("FDIC"),
acting in its capacity as Receiver for Jefferson 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 Jefferson Federal Savings and Loan
Association, F.A.

FEDERAL DEPOSIT INSURANCE CORPORATION,
Receiver for Jefferson Federal Savings and Loan Association, F.A.

By: _____

Name: _____

Title: Attorney-in-Fact

DISTRICT OF COLUMBIA *

ACKNOWLEDGMENT

I Peggy H. Battle, do hereby certify that Federal Deposit Insurance
Corporation ("FDIC"), acting in its capacity as Receiver for Atlantic Financial Federal, which
pursuant to 12 U.S.C. §1441a(m)(1) succeeded the Resolution Trust Corporation ("RTC") in its
capacity as Receiver for Atlantic Financial Federal by Timothy A. Kruse, its
Attorney-in-fact, personally appeared before me this day and acknowledged the due
execution of the foregoing instrument.

Witness my hand and official seal this the 4th day of March, 1996.

Peggy H. Battle
Notary Public for the District of Columbia

My Commission Expires: 7/31/98

EXHIBIT A

Lot C-2, Lot C-3, Lot C-4, Lot C-5, according to the Survey of Eagle Point, First Sector, Phase II, as recorded in Map Book 14, Page 113, in the Office of The Judge of Probate of Shelby County, Alabama.

Subject, however, to the Permitted Exceptions (as defined on the following page attached hereto and made a part hereof).

Permitted Exceptions

"Permitted Exceptions" shall mean title exceptions, defects and all other matters, including without limitation, the following:

(a) (i) all matters, whether or not of record, affecting the Property (as defined in the Special Warranty Deed to which this page is attached) on the date hereof which shall have arisen out of, or by reason of, any acts of the Grantee (as defined in the Special Warranty Deed to which this page is attached), RTC Land Assets Trust 1995-NP2 B (the "Trust") or any holder of a beneficial interest in the Trust, whether direct or indirect (collectively, the "Beneficial Interest Holders") or their respective agents, representatives or contractors, (ii) matters of which the Grantee, the Trust or the Beneficial Interest Holders have actual knowledge or reasonably should have had knowledge as of the date hereof and (iii) all standard exceptions to, and exclusions from coverage set forth in a commitment for, title insurance;

(b) the state of facts shown on any survey of the Property contained in the Due Diligence File (as defined in that certain Assignment and Assumption of Assets (the "Assignment"), dated of even date herewith, between the Resolution Trust Corporation, in its corporate capacity with respect to certain assets, the entities listed in Schedule X to the Assignment, and the Resolution Trust Corporation as conservator or receiver of various depository institutions with respect to all other assets, and the Trust) for the Property;

(c) the state of facts that an accurate current survey of the Property would show;

(d) liens for unpaid taxes, assessments, charges, rents and any other governmental or quasi-governmental charges;

(e) all leases or such of them as shall be in effect on the date hereof, and the rights of the tenants thereunder;

(f) any other lien; and

(g) possible lack of revocability of any right to maintain or use or receive value for any space, facilities, improvements, infrastructure, roads or appurtenances outside the lines of the Property, whether on, over or under the ground, including, without limitation, all vaults, marquees, stoops, tunnels, awnings, signs and sidewalk openings.

Inst # 1996-13013

20701

04/22/1996-13013
10:50 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 NEL 266.00