This instrument prepared by: Thomas P. Kanaday, Jr., 18th Floor, Third National Bank Building, Nashville, Tennessee 37219 Mail -7

# TRUSTEE'S DEED

BOOK 4887 PAGE 737

| Address new owner as follows: | Send Tax Bills to: | Map-Parcel Nos. |
|---|---|---|
| First National Bank of Atlanta | The U. M. E. T. Trust | Map 133-5 |
| Agent for the U. M. E. T. Trust | 9595 Wilshire Blvd., Suite 500 | Parcel #85 |
| Beverly Hills, California 90212 | Beverly Hills, California 90212 | |

This instrument made and entered into on this, the 24th day of January, 1975, by and between Thomas P. Kanaday, Jr., Substitute Trustee, (hereinafter Trustee) and First National Bank of Atlanta, as Agent for The U. M. E. T. Trust.

WHEREAS, Kenneth L. Burson and wife, Claire Lee Burson, by a Deed of Trust dated December 6, 1972, of record in Deed of Trust Book 4662, page 726, Register's Office of Davidson County, Tennessee, conveyed to Robert J. Walker, Trustee, the hereinafter described property to secure the payment of a Note more fully described in said Deed of Trust, which Note is presently held and owned by the First National Bank of Atlanta; and

WHEREAS, demand has been made for the payment of the Note secured by the aforesaid Deed of Trust, which Note is in default; and

WHEREAS, The First National Bank of Atlanta, the owner and holder of said Note, has demanded that the property be advertised and sold in satisfaction of said indebtedness and the costs of foreclosure, in accordance with the terms of said Note and of the Deed of Trust; and

WHEREAS, the undersigned Thomas P. Kanaday, Jr. has been duly appointed as Substitute Trustee in the place and stead of Robert J. Walker, Trustee; and

WHEREAS, the Trustee caused notice of foreclosure to be published in the manner prescribed by law and offered said property for sale at the south door of the Davidson County Courthouse in Nashville, Tennessee, and after inviting bids therefor, sold said property to The First National Bank of Atlanta as Agent for The U. M. E. T. Trust, at the price of Seven Hundred, Sixty-Six Thousand, Eighty-Five ($766,085.00) Dollars, this being the highest and best bid.

NOW, THEREFORE, this deed witnesseth:

That for and in consideration of the said purchase price, which has been credited toward the principal and interest of certain notes secured by the aforesaid deed of trust, the Trustee has this day quitclaimed to The First National Bank of Atlanta, as Agent for The U. M. E. T. Trust, and its assigns, and free of the equity of redemption, homestead, dower, and all other exemptions as provided in said Deed of Trust, all of his right, title and interest to certain real property situated in Davidson County, Tennessee, described as follows:

Land in the 6th Civil District of Davidson County, Tennessee, being Lot No. 14-E on the Plan of a Resubdivision of Reserve Parcel "A" on the Plan of Allied Industrial Park, Section 5, of record in Plat Book 4595, page 106, said Register's Office, described as follows:

BEGINNING at a point in the northerly right-of-way margin of McNally Drive, said point being 325.44 feet, more or less, from the westerly right-of-way margin of Keystone Avenue, and being further described as the southeasterly corner of Lot 14-D as recorded in Book 4350, page 173, Register's Office for said County; thence with this common line North 02 degrees 39 minutes 00 seconds East 340.83 feet to a point; thence leaving the common line of Lot 14-D South 87

State of Tennessee, County of Davidson

The actual consideration or value whichever is greater, for this transfer is $766,085.00.

Thos P Kanaday Jr.
Affiant

Subscribed and sworn to before me, this 24th day of January, 1975.

My Commission Expires: Aug. 8, 1977

Notary Public

LYNN BRADLEY NOTARY PUBLIC DAVIDSON COUNTY, TENN.

degrees 21 minutes 00 seconds East 344.81 feet to a point, said point being in the westerly right-of-way margin of Keystone Avenue; thence with the westerly margin of Keystone Avenue South 04 degrees 13 minutes 30 seconds West 316.64 feet to a point; said point being the beginning of a radius return curve to the right having a radius of 25.00 feet; thence with said curve 38.58 feet to a point, said point being in the northerly right-of-way margin of McNally Drive; thence with said northerly right-of-way margin North 87 degrees 21 minutes 00 seconds West 301.12 feet to the point of beginning and containing an area of 2.57 acres, more or less, and being a part of the same property conveyed to Kenneth L. Burson by Miller Kimbrough, Jr., Trustee by deed of record in Book 4646, page 834, Register's Office for Davidson County, Tennessee.

Together with:

All improvements and all of the estate, right, title, interest, claim, or demand whatsoever of the Debtor either in law or in equity, to all machinery apparatus, equipment, fittings, fixtures and articles of personal property of every kind and nature whatsoever (other than consumable goods) now or hereafter located in or upon the above described real estate or any part thereof, and used or usable in connection with any present or future operation of said real estate and now owned or hereafter acquired by the Debtor including, but without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating, and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communcations apparatus, air-cooling and air-conditioning apparatus, shades, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ducts, and compressors and all of the right, title, and interest of the Debtor in and to any equipment which may be subject to any title retention or security agreement or instrument superior in lien to the lien of this Deed of Trust.

To have and to hold the aforesaid real estate, together with all improvements thereon, unto the First National Bank of Atlanta as Agent for The U.M.E.T. Trust, its assigns, in fee simple forever, and in bar of all right or equity of redemption, but subject to any and all unpaid taxes that may be a lien against the property and subject to any and all other liens which take priority over the Deed of Trust upon which foreclosure was had.

And the Trustee does hereby transfer, assign and set over unto The First National Bank of Atlanta, as Agent for The U.M.E.T. Trust, all of the covenants and warranties contained in the aforesaid Deed of Trust and in this instrument and does hereby warrant the title as fully as he is authorized to do so as Trustee, but not further or otherwise.

WITNESS the signature of the Trustee on this the day and date first above written.

Thomas P. Kanaday, Jr.
SUBSTITUTE TRUSTEE

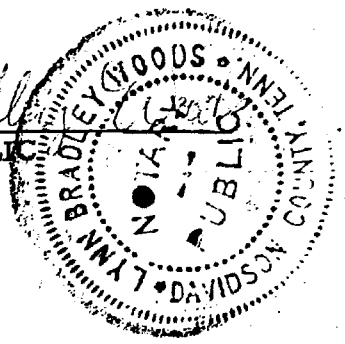
STATE OF TENNESSEE))

COUNTY OF DAVIDSON))

Personally appeared before me, Lynn Bradley Wood, a Notary Public in and for said County and State, the within named, Thomas P. Kanaday, Jr., Substitute Trustee, the bargainor, with whom I am personally acquainted, and who acknowledged that he, as Substitute Trustee, executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 24th day of January, 1975.

Lynn Bradley Clark
NOTARY PUBLIC




My Commission Expires:

My Commission Expires August 8, 1977

C886806

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IDENTIF. REFERENCE

FEB 7 9 10 AM '75
FELIX Z. ROBERTSON, REGISTER
DAVIDSON COUNTY, TENN.

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|---|---|---|---|---|---|
| FEB-7[illegible] | CONV | * | ~~.00~~ 766,085.00 | | |
| FEB-7[illegible] | S'TAX | | A* | 1,991.80 | |
| FEB-7[illegible] | PR'FEE | | A* | .50 | |
| FEB-7[illegible] | W'DEED | | A* | 6.00 | * 1,998.36 |