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

TRUSTEE'S DEED

BOOK 4903 PAGE 135

Address new owner as follows:	Send Tax Bills to:	Map-Parcel Nos.
First National Bank of Atlanta	The U. M. E. T. Trust	Map
Agent for the U. M. E. T. Trust	9595 Wilshire Blvd., Suite 500	Parcel
Beverly Hills, California 90212	Beverly Hills, California 90212	6DA-38440

This instrument made and entered into on this, the 11th day of March, 1975, by and between Thomas P. Kanaday, Jr., Substitute Trustee, (hereinafter Trustee), and The First National Bank of Atlanta, as Agent for The U. M. E. T. Trust.

WHEREAS, Kenneth L. Burson by a Deed of Trust dated July 12, 1973, of record in Deed of Trust Book 4728, page 1, Register's Office of Davidson County, Tennessee, conveyed to Robert J. Walker, Trustee, a portion of the hereinafter described property to secure the payment of a Promissory 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, Kenneth L. Burson by a Supplemental Indenture dated February 25, 1974 in Deed of Trust Book 4792, page 469, Register's Office of Davidson County, Tennessee, conveyed to Robert J. Walker, Trustee, a portion of the hereinafter described property to further secure the payment to the First National Bank of Atlanta of an increase in the amount of the indebtedness, as is more fully described in said Supplemental Indenture; 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 Six Hundred, Thirty-Five Thousand, Three Hundred, Sixty-Nine and 02/100 ($635,369.02) 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 and Supplemental Indenture, all of his right, title and interest to certain real property situated in Davidson County, Tennessee, described as follows:

State of Tennessee, County of Davidson

The actual consideration or value whichever is greater, for this transfer is $635,369.02.

Thomas P. Kanaday
Affiant

Subscribed and sworn to before me, this 11th day of March, 1975.

Doris Culver
Notary Public

My Commission Expires: May 3, 1977

DORIS CULVER NOTARY PUBLIC STATE OF TENNESSEE AT LARGE

A parcel of land in the 11th Civil District of Nashville, Davidson County, Tennessee, bounded on the north by Williams Avenue, on the east by an alley 200 feet more or less west of Gallatin Road and being a portion of map 43-9, parcel 10, more particularly described as follows:

Beginning at an existing brass cap in concrete on the southerly margin of Williams Avenue at the northwest corner of the tract herein described and the northeast corner of property owned by Leonard Davidson Bk. 3166, pg. 549; thence, along the south r/w line of Williams Avenue S 80° 59' E., 232.50 ft. to a concrete monument, the beginning of a curve to the right; thence, along said curve having a radius of 20.00 feet and a central angle of 82° 25', 28.77 ft. to a concrete monument on the westerly margin of an alley, 25' width, thence, along said alley S. 01° 26' W., 237.48 ft. to an iron pin; thence leaving said alley N 88° 34' W., 196.76 ft. to an iron pin, thence S 17° 46' W., 354.15 ft. to an iron pin on the north line of the Almon L. Johnson property; thence, with Johnson's line N. 78° 12' W., 130.71 ft. to an iron pin; thence, along a line common to William R. Stinnett, Jr., trustee, Sharpcut, Inc. and Leonard Davidson N. 17° 46'; E passing an iron pin at 329.64 ft. a total distance of 629.73 ft. to the point of beginning. Containing 2.83 acres, more or less.

Being a portion of the same property conveyed to Kenne. . L. Burson from Gale Robinson, Trustee by Warranty Deed of record in Book 4681, page 751, 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 communications 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 or the Supplemental Indenture 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. Kavanaugh, Jr.
SUBSTITUTE TRUSTEE

BOOK 4903 PAGE 137

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Dora Cates, 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 11th day of March, 1975.

Dora Cates
Notary Public

My Commission Expires:

May 3, 1977

C93802

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IDENTIFICATION REFERENCE

APR 10 11 15 AM '75

[illegible]

APR 10 CONV * ~~60~~ 635,369.02
APR 10 S'TAX A* 1,652.00
APR 10 R'FEE A* .50
APR 10 W'DEED A* 6.00 * 1,658.54