After Recording Mail To

BOOK 4985 PAGE 615

This instrument prepared by:
William L. Brooks, Attorney
1200 American Trust Building
Nashville, Tennessee 37201

Address new owner as follows:
John Hancock Mutual Life
Insurance Company
200 Berkeley Street
Boston, Massachusetts 02117

Send tax bills to:
Same

102-A
212-127
PW

TRUSTEE'S DEED

WHEREAS, by Lease dated September 1, 1970, Reynold Bubis, Trustee, Reynold Bubis, individually, Alfred Shepard, Paul L. Hooper and George C. Martin, leased certain premises from John Hancock Mutual Life Insurance Company and thereby obtained a leasehold estate in said premises (hereinafter defined), as evidenced by memorandum of said lease recorded in Book 4443, pages 181 et seq., Register's Office for Davidson County, Tennessee; and

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WHEREAS, by Trust Deed and Security Agreement dated September 3, 1970, and recorded in Book 4443, pages 187 et seq., Register's Office for Davidson County, Tennessee, (hereinafter the Trust Deed) the above said persons conveyed all of their right, title and interest as Lessee in and under said lease to William L. Leary, as Trustee for John Hancock Mutual Life Insurance Company, to secure payment of a promissory note of the same date in the original principal sum of $2,500,000 executed by the above said persons to the said John Hancock Mutual Life Insurance Company; and

WHEREAS, to further secure the payment of said note, the above said persons also transferred other property (hereinafter defined) to the said William L. Leary in said Trust Deed; and

WHEREAS, by Assignment of Lease and Assumption Agreement dated April 9, 1974, and recorded in Book 4820, pages 655 et seq., the Mt. Hickory Investment Company, a Virginia limited partnership, became assignee of all right, title and interest in and to the above described lease and Leasehold Estate and also the above referred to property covered thereby (all of which is hereinafter defined as the "Property"), and also assumed and agreed to discharge the note obligations of the above named persons to John Hancock Mutual Life Insurance Company; and

WHEREAS, by instrument of record in Book 4884, page 597, the undersigned, William E. Martin, (hereinafter "Grantor"), was appointed as successor Trustee under said Trust Deed; and

WHEREAS, default was made in the payment of the above said promissory note and the holder thereof has directed Grantor to advertise and sell said Property in satisfaction of said indebtedness, in accordance with the terms and provisions of said promissory note and Trust Deed; and

WHEREAS, Grantor did advertise said Property for sale in accordance with the terms of said Trust Deed, notices of same and place of sale being published in THE NASHVILLE RECORD, a newspaper of general circulation in Davidson County, Tennessee, on October 28, November 4, November 11, and November 18, 1975; and

WHEREAS, pursuant to said notice, Grantor did offer said Property for sale at the front door of the Court House in Nashville, Davidson County, Tennessee, on November 24, 1975, and John Hancock Mutual Life Insurance Company (hereinafter "Grantee"), being the highest and best bidder therefor, became the purchaser of said Property (hereainfter defined) at and for the sum of $2,343,130.35, said bid having been paid, the receipt of which is hereby acknowledged;

NOW, THEREFORE, for and in consideration of the premises, Grantor has this day bargained and sold and does hereby transfer and convey unto Grantee, the said John Hancock Mutual Life Insurance Company, its successors and assigns, the following described property in Davidson County, Tennessee, to wit:

1. All right, title and interest of the above said Reynold Bubis et al., and/or Mt. Hickory Investment Company,

as Lessee (or assignee) under a lease dated September 1, 1970, between John Hancock Mutual Life Insurance Company, as Lessor, and Reynold Bubis et al., as Lessee, covering the land described hereinbelow:

Two tracts of land in the 8th Civil District of Davidson County, Tennessee, and more fully described in deed of record in book 4443, page 178, Register's Office for said County.

TRACT NO. 1: Being Lot No. 1 as shown on the plan of Mount Hickory Subdivision, as of record in book 4175, page 47, Register's Office for said County.

TRACT NO. 2: Being a Reserved Parcel as shown on the plan of Mount Hickory Subdivision, as recorded in Book 4175, page 47, Register's Office for said County.

Being the same property conveyed to John Hancock Mutual Life Insurance Company by deed from Reynold Bubis, Trustee, of record in Book 4443, page 178, Register's Office for said County.

2. All buildings, structures and other fixtures and improvements now or hereafter located on the above described premises.

3. The right to use and possession of the Premises and all the rents and revenues now due or which may hereafter become due under or by virtue of any lease or letting of or any agreement for the use or occupancy of any part of the Premises or of any other agreements pertaining to any part of the Premises.

4. All machinery, equipment, furniture, furnishings and apparatus owned by the said Reynold Bubis et al., and/or the said Mt. Hickory Investment Company located on the above said Premises or used in connection with the Mt. Hickory Apartments on said Premises, including, without limitation, all ranges, refrigerators, airconditioning units, disposals and dishwashers.

5. All insurance proceeds allocable in the event of any damage to or destruction of the Premises, to the Lessee under the above said lease, and all awards or other payments allocable to the Lessee under the lease in respect of any taking of any of the foregoing.

All of the foregoing is defined as the "Property".

This conveyance is made subject to any and all restrictions, unpaid taxes and assessments.

TO HAVE AND TO HOLD the aforesaid Property unto said Grantee, its successors and assigns, forever, and in bar of all of the equities of redemption, homestead, dower and all other exemptions of every kind.

And Grantor does further covenant and bind himself, his successors and representatives, to warrant and defend the leasehold title to the said Property, only as to same coming through or by him, to the Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has executed this instrument on this 29th day of December, 1975.

Wm. E. Martin

WILLIAM E. MARTIN
Grantor

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Ruth Worsham, a Notary Public in and for daid County and State, the within named William E. Martin, Successor Trustee, the bargainor, with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, this 29th day of December, 1975.

Ruth Worsham
Notary Public

RUTH WORSHAM NOTARY PUBLIC DAVIDSON CO.

My commission expires: May 9, 1979

STATE OF TENNESSEE

COUNTY OF DAVIDSON

I hereby swear and affirm that this transfer is a transfer only of a leasehold estate in and to the property transferred and described herein.

William E. Martin
Affiant

Sworn to and subscribed before me this 7th day of January, 1976.

ADELINE HURT NOTARY PUBLIC DAVIDSON COUNTY

Adeline Hurt
Notary Public

My commission expires: 8-20-79

D 31322

IDENTIF. REFERENCE

JAN 8 11 55 AM '76

FELIX Z. WILSON CLERK & REGISTER
DAVIDSON COUNTY, TENN.