"THIS INSTRUMENT PREPARED BY JOSEPH G. CUMMINGS, JR., ATTORNEY, 21st FLOOR - FIRST AMERICAN CENTER, NASHVILLE, TENNESSEE 37238"

Address New Owner and
Send Tax Bills To:

John W. Murphree Company
1283 Murfreesboro Road
Nashville, Tennessee 37217

BOOK 5051 PAGE 68

14R-6-B
210
PW

SUCCESSOR TRUSTEE'S DEED

WHEREAS,

1. HERSCHEL J. HARDAWAY and W. WAYNE EZELL, tenants in common, executed to JOHN W. MURPHREE, TRUSTEE, a certain Deed of Trust upon the property hereinafter described, the same being dated September 27, 1974, and recorded in Book 4855, page 988, Register's Office for Davidson County, Tennessee;

2. The indebtedness secured by said Deed of Trust was assumed by MARION FRANCES S. ADAMS in a deed from HERSCHEL J. HARDAWAY and W. WAYNE EZELL, of record in Book 4917, page 349, Register's Office for Davidson County, Tennessee;

3. Default was made in the terms, conditions, and payments provided for in said Deed of Trust, by reason of which the lawful owner and holder of the indebtedness secured by said Deed of Trust gave due notice by letter dated March 29, 1976, duly deposited in the United States Mail, Certified Mail, Return Receipt Requested, to the said MARION FRANCES S. ADAMS of her default and of the intention of the secured party to foreclose the lien of said Deed of Trust if the conditions of default then existing were not cured within thirty (30) days from the mailing of said notice;

4. The conditions of default then existing were not cured within the time allowed;

5. The undersigned, J. Greer Cummings, Jr., has been appointed as Successor Trustee in the place and stead of John W. Murphree, Trustee, said appointment being set forth in Book 5006, page 522, Register's Office for Davidson County, Tennessee;

6. The undersigned Successor Trustee, acting upon the demand of the lawful owner and holder of said indebtedness, proceeded to advertise the security for sale at foreclosure by notice duly published

in THE NASHVILLE RECORD on June 22, June 29, and July 6, 1976, in accordance with the provisions of the Deed of Trust;

7. After due advertisement as required by law and the terms of the Deed of Trust, the undersigned Successor Trustee offered said property as described in the Deed of Trust for sale at the front door of the Courthouse in Nashville, Davidson County, Tennessee, at 12 o'clock Noon, C.D.T., July 23, 1976, when and where John W. Murphree Company became the last and highest bidder at the price of Twenty-Seven Thousand Six Hundred Sixty-three and 11/100 ($27,663.11) Dollars;

NOW, THEREFORE, I, J. Greer Cummings, Jr., Successor Trustee as aforesaid, in consideration of the premises and of the sum of Twenty-seven Thousand Six Hundred Sixty-three and 11/100 ($27,663.11) Dollars to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey to John W. Murphree Company, its successors and assigns, the property sold as aforesaid, being situated in Davidson County, Tennessee, and being more particularly described as follows:

> Building 31, Unit 210, "Peppertree", Creekside Meadows Condominiums, as established by Master Deed of record in Book 4834, page 257, Register's Office for Davidson County, Tennessee, as provided by Tennessee Code Annotated 64-2701 et seq., and as shown on the plat of "Peppertree", Creekside Meadows Condominiums, of record in Book 4675, pages 128 through 130, Register's Office for Davidson County, Tennessee, to which reference is hereby made. Also included is an unencumbered undivided one-two hundred and thirteenths (1/213ths) of all the general common elements as described in the Master Deed of record in Book 4834, page 257, Register's Office for Davidson County, Tennessee, and subject to all the terms, conditions and restrictions contained therein. Garage space 210G and the other limited common elements as provided by the Master Deed in Book 4834, page 257, and shown on the Plat of record in Book 4675, pages 128-130, Register's Office for Davidson County, Tennessee are included for the exclusive use of the Grantee.
>
> Being the same property conveyed to Herschel J. Hardaway and W. Wayne Ezell, Tenants in common, by deed from James H. Brewer, Trustee, of record in Book 4855, page 985, Register's Office for Davidson County, Tennessee.
>
> Being also the same property conveyed to Marion Frances S. Adams by deed from Herschel J. Hardaway and W. Wayne Ezell, of record in Book 4917, page 349, Register's Office for Davidson County, Tennessee.

Said sale is subject to the following:

1. Any and all unpaid taxes.

2. All rights vested in others by virtue of the execution and recording of a Master Deed establishing a horizontal property regime of "Peppertree," Creekside Meadows Condominiums, dated July 15, 1974, and of record in Book 4834, page 257, Register's Office for Davidson County, Tennessee, as amended in Book 4984, page 174, said Register's Office.

3. All provisions, covenants and restrictions contained in the Master Deed and the By-Laws of Creekside Meadows Association, Inc., attached to the Master Deed as Exhibit B and recorded in Book 4834, pages 257 through 312, Register's Office for Davidson County, Tennessee, the Master Deed having been amended in Book 4984, page 174, said Register's Office.

4. All terms and conditions of the Charter of Creekside Meadows Association, Inc., of record in Corporate Book Volume 0-30, page 370, in the office of the Secretary of State of the State of Tennessee and recorded in Book 4836, page 610, Register's Office for Davidson County, Tennessee.

5. All easements and restrictions as set forth on the Plat of Creekside Meadows, of record in Book 4675, page 52, Register's Office for Davidson County, Tennessee, and the Plat of "Peppertree," Creekside Meadows Condominiums, of record in Book 4675, pages 128 through 130, said Register's Office.

6. Lien of unpaid assessments as provided by Article XVII of the Master Deed of "Peppertree," Creekside Meadows Association, as of record in Book 4834, pages 288 through 289, Register's Office for Davidson County, Tennessee.

7. Any other liens, encumbrances, restrictive covenants, easements or setback lines which may be applicable to said property.

8. Any and all federal tax liens.

TO HAVE AND TO HOLD the said property to the said John W. Murphree Company, its successors and assigns, forever, with the appurtenances, estate, title and interest thereto appertaining.

WITNESS my hand this 27 day of July, 1976.

D60401 T IDENTIF. REFERENCE JUL 27 3 24 PM '76 REGISTER DAVIDSON COUNTY, TENN.

J. Greer Cummings, Jr., Successor Trustee
Successor Trustee

JUL 27 CONV 27,663.11
JUL 27 S'TAX B* 72.02
JUL 27 PR'FEE B* .50
JUL 27 W'DEED B* 8.00 * 80.52

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Margaret Ann Ragland, a Notary Public in and for said County and State, the within named J. Greer Cummings, Jr., 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, Tennessee, this 27 day of July, 1976.

Margaret Ann Ragland
Notary Public

My Commission Expires: 1/19/78

MARGARET ANN RAGLAND NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $27,663.11.

Affiant

Subscribed and sworn to before me this 27 day of July, 1976.

Margaret Ann Ragland
Notary Public

My Commission Expires: 1/19/78

MARGARET ANN RAGLAND NOTARY PUBLIC DAVIDSON COUNTY, TENN.