THIS INSTRUMENT PREPARED BY:
J. Vaulx Crockett, Esquire
306 Nashville City Bank & Trust Bldg.
Nashville, Tennessee 37201

TRUSTEE'S DEED BOOK 5103 PAGE 3

Address New Owners as Follows:	Send Tax Bills To: Same	Map-Parcel Nos: See Below

J. M. Grissim, Trustee
Suite 2000, Court Square Bldg.
Nashville, Tennessee 37201

WHEREAS, default having been made in the payment of the debt and performance of the obligations, terms and conditions provided for in the note and that certain Deed of Trust dated January 15, 1968 and recorded in Book 4205, Page 747, Register's Office for Davidson County, Tennessee, executed by Hermitage Investments, Inc., a Tennessee Corporation, conveying the property therein described to J. Vaulx Crockett, Trustee; and

WHEREAS, the said deed of trust was amended by instrument of record in Book 4357, Page 462, and assigned to The Equitable Life Assurance Society of the United States by assignment of record in Book 4316, Page 85, said Register's Office; and

WHEREAS, the said property was conveyed to Hermitage Investments, a limited partnership, by deed of record in Book 4487, Page 460, and to Hermitage Executive Suites, Inc., by deed of record in Book 5082, Page 654, said Register's Office; and

WHEREAS, the entire indebtedness evidenced and secured by said instruments having been declared due and payable as provided therein and being past due and unpaid, and the lawful owner and holder thereof having requested the undersigned Trustee to advertise and sell and foreclose the security in accordance with the provisions of the said Deed of Trust; and

$65,000.00

JAN-57 CONV
JAN-57 S'TAX
JAN-57 FR'FEE
JAN-57 W'DEED

B* 2,509.00
B* .50
B* 8.00 * 2,517.50

WHEREAS, in accordance with said request and in accordance with the power of sale contained in said Deed of Trust the said real property was advertised for sale in the Nashville Record, a newspaper of general circulation published in Nashville, Davidson County, Tennessee, in four successive weekly publications appearing November 30, December 7, 14 and 21, 1976 respectively, giving notice that the undersigned Trustee would on Tuesday, January 4, 1977 commencing at 12:00 noon at the south door of the Metropolitan Government Courthouse, Public Square in Nashville, Davidson County, Tennessee, proceed to sell the said real estate to the highest bidder for cash at public outcry, free from the equity of redemption, homestead, dower, and all other exemptions and rights of every kind, all of which are expressly waived in said Deed of Trust; and

WHEREAS, Trustee as an abundance of precaution did also give notice and comply with the requirements of the Uniform Commercial Code of Tennessee, and

WHEREAS, the undersigned Trustee did on Tuesday, January 4, 1977 commencing at 12:00 noon at the south door of the Metropolitan Government Courthouse, Public Square at Nashville, Davidson County, Tennessee offer said real estate for sale to the highest bidder for cash at public outcry, in the manner and on the terms provided by the Deed of Trust, the publication notices and applicable statutes, and J. M. Grissim, Trustee having bid therefor the sum of Nine Hundred Sixty-Five Thousand and no/100 ($965,000.00) Dollars, the highest and best bid, was declared the purchaser thereof; and

WHEREAS, the purchaser having complied with the terms of the sale by paying into the hands of the undersigned Trustee and The Equitable Life Assurance Society of the United States the sum of Nine Hundred Sixty-Five Thousand and no/100 ($965,000.00) Dollars, receipt of which is hereby acknowledged;

NOW THEREFORE, in consideration of the payment of the said purchase price, I the undersigned Trustee do hereby bargain, sell and convey to J. M. Grissim, Trustee, with full power to sell, mortgage and convey without joinder of any present or future beneficiary, his successors in trust and assigns, in fee, the following described real property:

Beginning on the southerly margin of Lebanon Road at the northwest corner of the property conveyed to Robert E. Woodall and wife, by deed from Ted Beckwith and wife of record in Book 3219, Page 183, said Register's Office thence south 23° 00' west 211 feet to an iron pin; thence south 74° 30' east 283 feet to iron pin and corner post in the western boundary line of the Criswell property; thence with said Criswell's western boundary line south 1° 05' east 740 feet to a 12 inch hackberry in the northern boundary line of the Baltz property; thence with said Baltz's northern boundary line, north 87° 55' west 244 feet to a point in the eastern boundary line of the Peek property; thence with said Peek's eastern boundary line north 14° 15' west 181 feet, north 15° 10' west 265 feet, north 14° 10' west 300 feet, north 15° 40' west 173 feet to a post, and north 8° 15' east 226 feet to the southerly margin of Lebanon Road; thence with the same south 67° 50' east 39 feet to a concrete monument and south 64° 40' east 228 feet to the beginning, containing 7.4 acres, more or less.

TOGETHER with 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 said real estate or any part thereof and used or useable in connection with any present or future operation of said real estate (hereinafter called "equipment") and now owned or hereafter acquired by the mortgagor, 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, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ducts and compressors, furniture and all of the right, title and interest of the mortgagor 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.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, including same as described and conveyed in and by the said Deed of Trust, with the appurtenances, free of the equity of redemption, homestead, dower and all other exemptions of every kind, to all intents and purposes as fully as the said Trustee has power and authority to grant, sell and convey the same by virtue of the said Deed of Trust, to have and to hold the said premises with their appurtenances, and every part thereof, unto the said J. M. Grissim, Trustee, with full power to sell, mortgage and convey without joinder of any present or future beneficiary, his successors in trust and assigns in fee.

This conveyance is subject to all unpaid taxes and easements and restrictions of record, it being the intention to convey herein all such title and only such title as the Trustee lawfully can and should convey.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $965,000.00.

J. M. Grissim, Trustee
AFFIANT

Subscribed and sworn to before me, this 4 day of January, 1977.

Joana H. Japscott
Notary Public

My Commission Expires: 6/20/78

This is improved property known as 1617 Lebanon Road, Nashville, Tennessee.

IN WITNESS WHEREOF, J. VAULX CROCKETT, Trustee, has executed this instrument on the 14th day of January, 1977.

J. Vaulx Crockett, Trustee
J. VAULX CROCKETT, Trustee

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Joana H. Japscott, a Notary Public in and for said County and State, the within named J. Vaulx Crockett, Trustee, the bargainor, with whom I am personally acquainted, and who acknowledged that he, as Trustee, executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 4th day of January, 1977.

Joana H. Japscott
NOTARY PUBLIC

My Commission Expires:
6/20/78

D 83846
IDENTIFICATION REFERENCE
JAN 5 12 31 PM '77
REGISTER