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BOOK 5142 PAGE 623

IDENTIF. REFERENCE

MAY 2 3 18 PH '77

FEE REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $3,000,000.00.

Affiant

Subscribed and sworn to before me this 27 day of April, 1977.

Notary Public

My Commission expires

This instrument prepared by:
GULLETT, STEELE, SANFORD,
ROBINSON & MERRITT
230 Fourth Ave., No., Nashville, Tenn. 37219

Address new owners as follows:
Home Federal Savings & Loan
Association of Nashville
230 Fourth Avenue North
Nashville, Tennessee 37219

Send Tax Bills to: Same

Map-Parcel Numbers
82
10 pw

TRUSTEE'S DEED

THIS INDENTURE, made and entered into on this 28th day of April, 1977, by and between CHARLES NELSON, JR., TRUSTEE, FIRST PARTY, and HOME FEDERAL SAVINGS & LOAN ASSOCIATION OF NASHVILLE, SECOND PARTY,

W I T N E S S E T H:

WHEREAS, by a deed of trust, dated August 6, 1975, of record in Book 4939, page 872, Register's Office for Davidson County, Tennessee, Lebanon Road Apartments, Ltd., a Limited Partnership, conveyed to Charles Nelson, Jr., Trustee, the hereinafter described property to secure the payment of a promissory note in the original principal sum of Three Million One Hundred Sixty Thousand and no/100 ($3,160,000.00) and,

WHEREAS, default was made in the payment of said promissory note and the holder directed First Party to advertise and sell said property in satisfaction of said indebtedness, and the costs of foreclosure, in accordance with the terms and provisions of said note and deed of trust; and,

MAY-27	CONV	*	@ 3,000,000.00	
MAY-27	S'TAX		B* 7,800.00	
MAY-27	PR'FEE		B* .50	
MAY-27	M'DEED		B* 6.00	* 7,806.50

WHEREAS, pursuant to said notice, First Party did advertise said property for sale in accordance with the terms and provisions of said note and deed of trust, notices of the time and place of said sale being published in The Nashville Record on April 7, 1977; April 14, 1977 and April 21, 1977; and,

WHEREAS, First Party did offer said property for sale at the south door of the Court House in Davidson County, Tennessee, on Thursday, April 28, 1977 at 12:00 o'clock noon, Second Party, being the highest and best bidder thereof, became the purchaser of said property at and for the sum of THREE MILLION AND NO/100 ($3,000,000.00) and said sum of said bid having been paid, the receipt therefor is hereby acknowledged.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, First Party has this day bargained and sold and does by the presents transfer and convey unto Second Party, its successors and assigns, the following described real property, situated in Davidson County, Tennessee:

Land in the Fourth Civil District of Davidson County, Tennessee, according to a survey by Hart-Freeland-Roberts, Inc., dated May 8, 1972, as follows:

Beginning at a point in the southwest corner of said Phase I project, said point being in the easterly margin of Lebanon Road and said point being 64.0 feet from the centerline of the northbound land of Hickory Hills Lane; thence North 46 deg. 15 min. East a distance of 480.0 feet to a point; thence South 43 deg. 45 min. East a distance of 217.0 feet to a point; thence North 46 deg. 15 min. East a distance of 110 feet to a point; thence South 43 deg. 45 min. East a distance of 480.96 feet to a point, said point being in the westerly margin of the L & N Railroad; thence South 38 deg. 33 min. West a distance of 588.78 feet to a point, said point being in the westerly margin of the L & N Railroad; thence North 44 deg. 14 min. West a distance of 776.90 feet to the point of beginning and containing 9.389 acres, more or less.

Being the same property conveyed to Lebanon Road Apartments, Ltd., a Limited Partnership by deed from Laurel Hills, Ltd., an Ohio Limited Partnership of record in Book 4939, page 870, said Register's Office.

TO HAVE AND TO HOLD, the aforesaid real estate unto the said Second Party, its successors and assigns, forever, and in bar of equity of redemption, homestead, dower, and all other exemptions of every kind.

And I, Charles Nelson, Jr., Trustee, do further covenant and bind myself, my successors and representatives, to warrant and defend the title of said land only as to such title coming through or by me to the said Second Party, its successors and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the First Party has hereunto set his signature this the day and date above written.

Charles Nelson, Jr., Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me; THE UNDERSIGNED, a Notary Public in and for said County and State, the within named Charles Nelson, Jr., Trustee, the barganior, 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 29 day of APRIL, 1977.

Notary Public

LEO FOX NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission Expires:
2-8-78