This instrument prepared by:
Warren H. Wild, Jr.
Farris, Evans & Warfield
18th Floor, Third National Bank Building
Nashville, Tennessee 37219

2DA51015
Map & Parcel
106-16 50

BOOK 5201 PAGE 225

SUBSTITUTE TRUSTEE'S DEED

This instrument made and entered into on this the 14 day of September, 1977, by and between Warren H. Wild, Jr., Substitute Trustee, party of the first part, and Third National Bank in Nashville, a national banking association, party of the second part.

WHEREAS, by deed of trust dated the 11th day of February, 1976, of record in the Register's Office for Davidson County, Tennessee, in Book 4996, page 139, David Faircloth conveyed to James L. Roberts, Trustee, the hereinafter described real estate, to secure the payment to Third National Bank in Nashville of a promissory note in the original principal amount of Ninety Thousand Five Hundred and no/100 ($90,500.00) Dollars; and

WHEREAS, the party of the first part was appointed Substitute Trustee for James L. Roberts by an instrument of record in Book 5186, page 772, Register's Office for said County; and

WHEREAS, default was made in the payment of said note, and the holder thereof having directed the first party to sell said property, as provided by said trust deed, the first party did, on August 18, 1977, August 25, 1977, and September 1, 1977, cause to be published in The Nashville Record notice of the Substitute Trustee's Sale to be held at 12:00 o'clock noon on September 9, 1977, at the South (front) door of the Davidson County Courthouse and pursuant to said notices, on September 9, 1977, at 12:00 o'clock Noon, the first party offered said property for sale at the South (front) door of the Courthouse in Davidson County, Tennessee, and after receiving competitive bids, sold said property to Third National Bank in Nashville, at the price of Thirty-Eight Thousand Five Hundred and no/100 ($38,500.00) Dollars, this being the highest, last and best bid.

NOW, THEREFORE, in consideration of the sum of Thirty-Eight Thousand Five Hundred and no/100 ($38,500.00) Dollars, cash in hand paid, the first party has this day bargained and sold, and does hereby sell, transfer and convey unto the second party, its heirs, successors and assigns, with full power to encumber, mortgage, sell, transfer and convey, the following described real estate, located in Davidson County, Tennessee, and more particularly described as follows, to-wit:

Buyer:
Third National Bank in Nashville
201 4th Avenue North
Nashville, Tn. 37244

Send tax bills to:
Same

Being Lot No. 13 on the map showing Subdivision of the H.W.Williams Land, as of record in Book 547, page 63, Register's Office for said County, described as follows:

Beginning on the westerly margin of a 12 foot Avenue, the southeast corner of said lot, thence North 11° West 114 feet to a dead line; thence with said line North 69° east 108 feet to the northwest corner of said lot; thence with the northerly line of said lot South 38° east 51 feet to the northeast corner of said lot; thence with the easterly line of said lot south 44 1/2° west 56 feet to the end of said Avenue, and continuing the same course with the westerly margin of said Avenue, in all 162 feet to the beginning.

Being the same property conveyed to David Faircloth by deed from Trustees of the Vultee Church of Christ, of record in Book 4203, page 180, Register's Office for Davidson County, Tennessee.

To have and to hold the aforesaid real estate, together with all improvements thereon, unto the party of the second part, its heirs, successors and assigns, in fee simple forever, and in bar of all right or equity of redemption.

And the first party, as Trustee, does hereby transfer, assign and set over unto the second party, all of the covenants and warranties contained in the aforesaid deed of trust, and does hereby warrant the title as fully as he is authorized to do as Trustee, but not further or otherwise, and this sale is expressly made subject to the following:

1. Any and all unpaid taxes or tax liens
2. Such state of facts as an accurate survey would disclose
3. Any unfiled mechanics and materialmen's liens
4. Title to that portion of the premises lying within the bounds of any road, street, or highway
5. Such easements and restrictions as may be applicable
6. The rights of parties in possession
7. Any judgments or other liens with priority over the Deed of Trust under which this property was sold.

Witness the signature of the first party on this the day and date first above written.

E 27587

DEED REF. REFERENCE — SEP 12 AM 11 '77 — DAVIDSON COUNTY, TENN.

CONV 38,500.00

STATE OF TENNESSEE 237 S'TAX 110.10

COUNTY OF DAVIDSON 237 CO'TEE .50

Warren H. Wild, Jr., Substitute Trustee

Personally appeared before me, Paula F. Pierce, a Notary Public in and for said County and State, the within named Warren H. Wild, Jr., Substitute Trustee, with whom I am personally acquainted, and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at office in Nashville, Tennessee, this the 14 day of September, 1977.

PAULA F. PIERCE NOTARY PUBLIC STATE OF TENN.

Notary Public

My Commission Expires:

2/25/80

STATE OF TENNESSEE, COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater for this transfer is $38,500.00.

Affiant

Sworn & subscribed before me,

9/14/77 Paula F. Pierce

Comm Exp: 2/25/80