F-02983

This instrument prepared by:

Julian L. Bibb
FARRIS, WARFIELD & KANADAY
17th Floor, Third National Bank Building
Nashville, Tennessee 37219

IDENTIF. REFERENCE

DEC 1 4 08 PM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

BOOK 5370 PAGE 265

Address New Owner(s) as Follows:

Citizens National Bank of Bowling Green
P. O. Box 1020
Bowling Green, Kentucky 42101

Send Tax Bills To:

Same

Map Parcel No.:

Tract includes the following Map and Parcel Numbers:

No. 43-11-82
No. 43-11-90
No. 43-11-88
No. 43-7-114
No. 43-7-113
No. 43-7-112
No. 43-7-111
No. 43-7-110
No. 43-7-109
No. 43-7-108
No. 43-7-107
No. 43-7-106
No. 43-7-105
No. 43-7-104
No. 43-7-103
No. 43-7-102
No. 43-7-101
No. 43-7-100
No. 43-7-98
No. 43-7-97
No. 43-7-96
No. 43-12-13
No. 43-11-83
No. 43-12-14

SUBSTITUTE TRUSTEE'S DEED

This instrument made and entered into on this the 1st day of December, 1978, by and between Julian L. Bibb, Substitute Trustee, hereinafter called "Substitute Trustee" and Citizens National Bank of Bowling Green, hereinafter called "Buyer"; and

WHEREAS, by Deed of Trust dated the 4th day of April, 1963, of record in Book 3560, page 495, Register's Office for Davidson County, Tennessee, Tower Realty Corporation conveyed to A. B. Gibson, Trustee, the hereinafter described real estate, to secure payment to Howard L. Gibson of a Note dated December 31, 1963, in the original principal amount of Forty-Eight Thousand Dollars ($48,000.00); and

WHEREAS, the Note and Deed of Trust were assigned by Howard L. Gibson to Third National Bank in Nashville as security for certain debts.

WHEREAS, Julian L. Bibb was appointed Substitute Trustee by an instrument of record in Book 5360, page 375, said Register's Office.

WHEREAS, the indebtedness secured by said Deed of Trust became overdue and unpaid, and other conditions of default occurred, by reason of which the lawful owner and holder of the indebtedness secured by said Deed of Trust declared the Deed of Trust and Note to be in default, and demand has been made for payment; and

WHEREAS, the lawful holder of the Note secured by the Deed of Trust directed the Substitute Trustee to sell the property held as security under the Deed of Trust as provided therein, and the Substitute Trustee caused notice to be published in the Nashville Record that the property would be sold at 12:00 o'clock noon on Friday, December 1, 1978, at the front door of the Courthouse in Davidson County, Tennessee and following such notice the default was not cured; and

WHEREAS, the Substitute Trustee at the time, place and date specified in said notices offered the property for sale, and after opening the floor for competitive bids, sold said property to Citizens National Bank of Bowling Green, a national banking association located in Bowling Green, Kentucky, at the price of Thirty Thousand Dollars ($30,000.00), this being the highest, last and best bid.

NOW, THEREFORE, I, Julian L. Bibb, Substitute Trustee as aforesaid, in consideration of the premises and the sum of Thirty Thousand Dollars ($30,000.00), to me in hand paid, the receipt of which is hereby acknowledged, by these presents do quitclaim, grant and convey unto Citizens National Bank of Bowling Green, its successors and assigns, all of my right, title and interest in and to the following described real estate and improvements located thereon, but no further or otherwise, located in Davidson County, Tennessee, and more particularly described as follows, to wit:

FIRST TRACT: Being part of Lot No. 10 on the Plan of Anderson Estates as of record in Book 1130, page 37, Register's Office for said county; being Lots Nos. 3, 4, 22, 24, 29 to 44 inclusive and 46 to 48 inclusive of Block "A" on the unrecorded plan of Eller and Vandiver's Subdivision.

SECOND TRACT: Being part of Lot No. 10 on the Plan of Anderson Estates as of record in Book 1130, page 37, Register's Office for said County, described as follows:

Beginning at the northwest corner of Lot No. 10 and running thence south 2° 30' west 2193 feet to a stake at the northwest corner of Lot No. 5; thence south 88° east 1415.1 feet to a stake, the southwest corner of the tract purchased by John C. Vandiver and Rudolph M. Eller from John W. Anderson and wife, by deed of record in Book 1308, page 608, said Register's Office; thence with their lines, northwestwardly to the beginning; containing 35.6 acres, more or less.

Included in the above-described property but to be excluded therefrom as the result of the execution of a partial release of

lien, of record in Book 4667, page 956, Register's Office of Davidson County, Tennessee, is the following described parcel of property:

Land in Davidson County, Tennessee, being shown on the Plan of Rio Vista Apartments, as of record in Plan Book 4460, page 144, Register's Office for said County, described as follows:

Beginning at a concrete monument in the southerly right of way of Anderson Lane (or Thornton Road) and the westerly right of way of proposed Rio Vista Drive, being the northeast corner of Lot No. 44, Archwood Acres, Section II, as of record in Book 2331, page 12, Register's Office of said county; thence south 27° 53' 00" east 1,478.0' to an iron pin in aforementioned proposed R.O.W. of Rio Vista Drive; thence with said proposed R.O.W. south 33° 30' 00" East 370.6' to an iron pin; thence south 60" 15' 00" west 582.5' to an iron pin; thence north 33° 30' 00" west 240.0' to an iron pin; thence north 84° 20' 00" west 394.0' to an iron pin being the southwest corner of this tract and the southeast corner of Lot No. 59 North 5° 01' 40" East 220.0' to an iron pin being the northeast corner of said Lot No. 59 and being in the southerly R.O.W. of Roosevelt Avenue; thence with said R.O.W. south 84° 58' 20" East 62.1' to an iron pin; thence north 2° 01' 30" east 50.07' to an iron pin being in the northerly R.O.W. of Roosevelt Avenue; thence north 84° 58' 20" west 59.5' with the northerly R.O.W. of said Avenue to an iron pin being the southeast corner of Lot No. 58 of said Archwood Acres, Section I; thence with the easterly property line of said Lot No. 58 north 5° 01' 40" east 200.0' to a concrete monument being the northeast corner of said Lot No. 58; thence north 50° 01' 30" east 68.69' to a concrete monument; thence with the easterly property lines of Lots No. 57, 56, 55 and 54 of said Archwood Acres, Section I, north 2° 01' 30" east 509.0' to a concrete monument; thence north 26° 28' 00" west 363.0' to an iron pin; thence north 67° 50' 00" east 190.95' to an iron pin being the southeast corner of Lot No. 44 of said Archwood Acres, Section II, as of record in Book 2331, page 12, Register's Office of said County; thence north 2° 01' 30" east 247.94' with the easterly property line of said Lot No. 44 to the point of beginning; containing 21.28 acres, more or less.

Being part of the same real property conveyed to Howard L. Gibson and Margaret M. Gibson, d/b/a Tower Realty Company, a partnership, by quitclaim deed from Tower Realty Company, a Tennessee corporation, of record in Book 4667, page 754, Register's Office of Davidson County, Tennessee.

Being that portion of said property remaining after the conveyance by Howard L. Gibson and wife, Margaret M. Gibson, both individually and also as partners d/b/a Tower Realty Company to Rio Vista Apartments, Ltd., of record in Book 4667, page 813, Register's Office for said county.

To have and to hold the aforesaid real estate, together with all improvements thereon, unto Citizens National Bank of Bowling Green, its successors and assigns, in fee simple forever, and in bar of all right or equity of redemption.

Said sale is subject to certain easements, restrictions, liens, taxes, etc., including, but not limited to the following:

(1) Any and all unpaid taxes.

(2) Any mechanics' and materialmen's liens, filed or unfiled.

(3) Title to that portion of the premises lying within the bounds of any roads, streets, or highways.

(4) Such easements and restrictions as may be applicable.

(5) Any other liens, defects, encumbrances, adverse claims or other matters which take prior over the Deed of Trust under which said foreclosure was held or which affect the land herein conveyed.

(6) Any rights of redemption or otherwise held by the Internal Revenue Service or the State of Tennessee.

(7) Rights or claims of parties in possession.

(8) Encroachments, overlaps, boundary line disputes or other matters which would be shown by an accurate survey or inspection of the premises.

WITNESS the signature of the Substitute Trustee on this the day and date first above written.

Julian L. Bibb Substitute Trustee

Julian L. Bibb, Substitute Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Linda K Hardy, a Notary Public of the State and County aforesaid, personally appeared Julian L. Bibb, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Substitute Trustee, and that he as such Substitute Trustee being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his name as Substitute Trustee.

Witness my hand and seal, at office in Nashville Tennessee this 1st day of December, 19 78.

Linda K Hardy
Notary Public

My commission expires:
4-18-81

DEC-1 78	CONV	30,000.00			
DEC-1 78 S'TAX			B*	78.00	
DEC-1 78 PR'FEE			B*	.50	
DEC-1 78	W'DEED		B*	8.00	* 86.50

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is Thirty Thousand Dollars ($30,000.00).

Julian L. Bibb
Affiant

Subscribed and sworn to before me this the 1st day of December, 19 78.

Linda K Hardy
Notary Public

My commission expires:
4-18-81