80441

This instrument prepared by:
Robert N. Buchanan, III
FARRIS, WARFIELD & KANADAY
Seventeenth Floor
Third National Bank Building
Nashville, Tennessee 37219

Address New Owner(s) as Follows:	Mortgagee:	Map Parcel No.:
Sunbelt Service Corporation 4901 LBJ Freeway Dallas, Texas 75244	None	map 161 parcel 147 6 DU - 7128 PO

QUITCLAIM DEED

This instrument made and entered into as of the 26th day of December, 1986, by and between Robert N. Buchanan, III, Trustee (hereinafter referred to as "Trustee"), and Sunbelt Service Corporation, a Texas Corporation ("Sunbelt").

WHEREAS, by Deed of Trust dated the 30th day of December, 1984, of record in Book 6463, page 471, Register's Office for Davidson County, Tennessee, Sunchase Knolls Apartments, Ltd., a Texas Limited Partnership, ("Sunchase") conveyed to Robert N. Buchanan, III, Trustee, the hereinafter described real estate, to secure payment to Sunbelt of a Note described in said Deed of Trust; and

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 notice was given of such default in the manner required by the terms of said Deed of Trust, but following such notice the default was not cured; and

WHEREAS, the lawful holder of the Note secured by the Deed of Trust directed the Trustee to sell the property held as security under the Deed of Trust as provided therein, and the 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 26, 1986, at the South door of the Courthouse in Davidson County, Tennessee, such advertisement appearing in

said paper on December 4, December 11, and December 18, 1986, and sent a copy of such notice to Sunchase and following such notice the default was not cured; and

WHEREAS, the 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 Sunbelt, for the outstanding loan balance, this being the highest, last and best bid.

NOW, THEREFORE, I, Robert N. Buchanan, III, Trustee as aforesaid, in consideration of the premises and the sum of Ten Dollars ($10.00), to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer, quitclaim, and convey unto Sunbelt, and its heirs, 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:

> Being a tract of land located in the Second Civil District of Nashville, Davidson County, Tennessee, located on the South side of Old Hickory Boulevard approximately 1135 feet West of the centerline of Nolensville Road, shown as Tract II, according to a survey dated March 30, 1984, by Jackie L. Dillehay, Registered Land Surveyor, License No. 1417, described as follows:
>
> Beginning at a point in the South R.O.W. margin of Old Hickory Boulevard, said point being located 1050.44 feet West along the South R.O.W. margin of Old Hickory Boulevard from the projected intersection of the aforementioned margin and the West R.O.W. margin of Nolensville Road, said point being the Northwest corner of Tract I and the Northeast corner of Tract II herein described;
>
> Thence, leaving said R.O.W. and with a new line between Tract I and Tract II, S 17° 09' 37" W, 100.00 feet to a point;
>
> Thence S 8° 32' 00" W, 160.72 feet to a point at the beginning of a curve to the left;
>
> Thence, with said curve having a radius of 200.00 feet, a curve distance of 166.35 feet, a chord bearing of S 15° 17' 43" E and a chord length of 161.80 feet, to a point within a 150 foot wide TVA easement as of record in Deed Book 2400, Page 596;

Thence, N 87° 33' 49" E, 216.12 feet to a point in the South property line of Brentwood East Commercial Park as of record in Book 5044, Page 531, Deed Book 5072, Page 296, and Deed Book 5072, page 298, R.O.D.C., said point also being in the North margin of said TVA easement;

Thence, leaving Tract I and with the property line of the aforementioned Commercial Park, and the North margin of said easement, S 69° 01' 15" E, 637.98 feet to a point, the Northwest corner of Tract IV;

Thence, leaving the said Brentwood East Commercial Park property and with a new line between Tract II and IV, S 4° 58' 00" E, 260.25 feet to a point, the Northeast corner of Tract III;

Thence, leaving Tract IV and with a new line between Tract III and II, S 76° 34' 06" W, 231.74 feet to a point;

Thence, S 23° 25' 54" E, 175.00 feet to a point in the North property line of American Fletcher National Bank Property as of record in Book 5319, Page 119, R.O.D.C., being a point on a curve to the right;

Thence, leaving Tract III with American Fletcher's property line, with said curve having a radius of 619.22 feet, a curve length of 319.83 feet, a chord bearing of S 81° 21' 47" W and a chord length of 316.29 feet to a point;

Thence, N 83° 49' 41" W, 608.10 feet to a point;

Thence, N 6° 10' 00" E, 25.00 feet to a point, the beginning of a curve to the right;

Thence, with said curve having a radius of 1524.78 feet, a curve length of 239.51 feet, a chord bearing of N 10° 39' 57" E, and a chord length of 239.29 feet to a point;

Thence, N 74° 49' 59" W, 354.54 feet to a point;

Thence, N 8° 28' 18" E, crossing said TVA easement, 860.96 feet to a point in the South R.O.W. margin of Old Hickory Blvd.;

Thence, leaving said American Fletcher National Bank Property, with said margin, S 81° 28' 00" e, 395.00 feet to a point, the beginning of a curve to the left;

Thence, with said curve, having a radius of 2874.53 feet, a curve distance of 13.63 feet, a chord bearing of S 81° 36" 09' E, and a chord length of 13.63 feet to the point of beginning;

Containing 22.67 acres, more or less;

Being the same property conveyed to Sunchase Knolls Apartments, Ltd., a Texas limited partnership by Sunchase Investments, Ltd., a Texas limited partnership, by Warranty Deed

of record in Book 6463, Page 461, Register's Office of Davidson County, Tennessee.

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.

(9) Rights of redemption, if any, including, but not limited to the right of redemption set forth in Tennessee Code Annotated Section 66-8-101 et. seq.

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

Robert N. Buchanan, III,
Trustee

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS
$ 100.00
Robert N. Buchanan, III
Affiant
SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 20th DAY OF March 1987.
D. Deaconson
Deputy Register

06315
IDENTIFICATION REFERENCE
MAR 20 12 07 PM '87
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, James A. Hagerty, Notary Public of said State and County, with whom I am personally acquainted and who acknowledged that he/she executed the within instrument for the purposes therein contained, and who further acknowledged that he/she is the Trustee of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand, at office, this 4th day of March, 1987.

James A. Hagerty
Notary Public

My Commission Expires: 7-27-88

2831R/3-4-87