Box 37

This instrument prepared by:
J. GREER CUMMINGS, JR.
[illegible]
222 [illegible] AVENUE N.
P. O. BOX 198022
NASHVILLE, TENNESSEE 37219

ADDRESS NEW OWNER AND
SEND TAX BILLS TO:

Great Southern Federal
Savings Bank
P.O. Box 8206
Savannah, GA 31412

MAP-PARCEL NOS.:
120-1
P-140 ctd

BOOK 7275 PAGE 718

SUCCESSOR TRUSTEE'S DEED AND
AGENT'S BILL OF SALE

WHEREAS,

1. Executive South Venture, a Texas Limited Partnership, executed to William Castleman, Trustee, a certain Deed of Trust and Security Agreement (the "Deed of Trust") upon the property hereinafter described, the same being dated April 30, 1984, and recorded in Book 6282, page 336, Register's Office for Davidson County, Tennessee;

2. Default occurred in the terms, conditions and payments provided for in the Deed of Trust, by reason of which notice of default was duly given to the said Executive South Venture by letter dated April 8, 1987, duly deposited in the United States Mail on said date, Certified Mail, Return Receipt Requested, wherein the debtor was advised that the entire indebtedness secured by said Deed of Trust had been declared due and payable at the option of the lawful owner and holder of said indebtedness, as provided therein and in the note evidencing such indebtedness, and that the secured party intended to foreclose the lien of said Deed of Trust and any other security for the payment of such indebtedness if payment thereof were not made within ten (10) days from the date of said notice, and wherein the debtor was further advised of its right, should it desire to challenge the foreclosure, to seek a hearing appropriate to the nature of the case;

3. Payment was not made as demanded, and no hearing was sought by the debtor;

4. The undersigned, J. Greer Cummings, Jr., was appointed as Successor Trustee in the place and stead of William Castleman, Trustee, said appointment being set forth in Book 7241, page 335, said Register's Office;

5. The undersigned Successor Trustee and Agent, acting upon the demand of the lawful owner and holder of said indebtedness, proceeded to advertise the security for sale at foreclosure by notices duly published in THE NASHVILLE RECORD on May 28, June 4, and June 11, 1987, in accordance with the provisions of

said Deed of Trust and pursuant to a certain Security Agreement (the "Security Agreement") dated April 30, 1984, executed by the said Executive South Venture;

6. Prior to the advertisement of the security for sale at foreclosure, notice thereof and of the intended sale of the same was duly given to the debtor by letter dated May 22, 1987, duly deposited in the United States Mail on said date, Certified Mail, Return Receipt Requested; and

7. After due advertisement as required by law, by the terms of said Deed of Trust and pursuant to said Security Agreement, the undersigned Successor Trustee offered said property as described in said Deed of Trust and, as Agent, offered any and all goods, chattels, furniture, furnishings, fixtures, equipment, tools, maintenance equipment, parts, machinery, engines, appliances, refrigerators, air-cooling or heating units, and building materials stored on said property, and intangible personal property of any nature or description (including, without limitation, any and all contract rights and assignments of contract documents, permits, documents, instruments, and general intangibles) owned by the debtor or in which the debtor has any right, title or interest whatsoever (whether by Bill of Sale, Lease, Conditional Sales Contract, other title retention document or otherwise), which are located upon or useful, either directly or indirectly, in the operation of said property, together with any and all replacements or substitutions thereof and therefor as well as the proceeds thereof or therefrom, regardless of form, as described in said Security Agreement, for sale at the front door of the Courthouse in Nashville, Davidson County, Tennessee, at 12:00 o'clock Noon, C.D.T., June 22, 1987, when and where Great Southern Federal Savings Bank, a federally chartered savings bank, being the lawful owner and holder of the indebtedness secured, became the last and highest bidder at the price of Three Million Seven Hundred Fifty-six Thousand Five Hundred ($3,756,500.00) Dollars;

NOW, THEREFORE, I, J. Greer Cummings, Jr., Successor Trustee as aforesaid, in consideration of the premises and of the sum of Three Million Seven Hundred Fifty-six Thousand Five Hundred ($3,756,500.00) Dollars, the receipt of which is hereby acknowledged, by these presents do transfer and convey to Great Southern Federal Savings Bank, a federally chartered savings bank, its successors and assigns, the property sold as aforesaid, being situated in Nashville, Davidson County, Tennessee, and being more particularly described as follows:

Land in the Second Civil District of Davidson County, Tennessee, and being Lot No. 2 on the Subdivision of Glengarry Park Commercial Development, Section IV, as of record in Book 4660, page 55, Register's Office for

Davidson County, Tennessee, described more particularly as follows:

Beginning at an iron pin located on the western right-of-way margin of Murfreesboro Road and north 48 degrees 49' west 885.2 feet from the center line of Glengarry Drive; thence south 41 degrees 11' west 245.27 feet to an iron pin; thence north 48 degrees 56' west 721.35 feet to an iron pin; thence north 54 degrees 01' east 253.02 feet to a concrete monument located in the western right-of-way margin of Murfreesboro Road; thence along said margin south 48 degrees 49' east 573.0 feet to an iron pin; thence south 41 degrees 11' west 8.0 feet to an iron pin; thence south 48 degrees 49' east 15.0 feet to an iron pin; thence north 41 degrees 11' east 8.0 feet to an iron pin; thence south 48 degrees 49' east 77.10 feet to the point of beginning, containing 3.91 acres, more or less.

Said property being also shown and described on that certain survey entitled "As-Built Survey, Castile Office Building" dated April 13, 1984, having been prepared by A & A Engineers, Inc. and certified to by George Anton, Tennessee Certificate No. 5348.

Said property being also known as the land and all improvements and facilities known as the Executive South Office Building, a five story office building containing approximately 82,000 square feet located on an approximate 3.91 acre site at 1161 Murfreesboro Road, Nashville, Tennessee; together with all improvements, facilities, appurtenances, and all property connected with and appurtenant to the operation of the aforesaid property.

Together with all use, rights and easements, powers and privileges appurtenant thereto or otherwise relating thereto.

Also, a non-exclusive right appurtenant to the above-described property for ingress and egress from the secured property to those certain public rights-of-way adjacent to the secured property and known as Murfreesboro Road, in Nashville, Tennessee.

With all and singular the Rights, Members, Hereditaments, and Appurtenances to the said Premises belonging, or in any wise incident or appertaining thereto.

Said said is subject to the following:

1. Any and all unpaid taxes;

2. Easement for public utilities, anchor easements, and building setback lines and conditions of owner's certificate, as shown on Plan of record in Book 4660, page 55, Register's Office for Davidson County, Tennessee;

3. Rights of tenants under various recorded and/or unrecorded Lease Agreements in the Executive South Office Building, including, but not limited to, the following (to the extent that the same are or remain in effect):

(a) Lease Agreement of record in Book 6294, page 827, said Register's Office;

(b) Lease Agreement of record in Book 6069, page 877, said Register's Office, as amended by instrument of record in Book 6128, page 488, said Register's Office;

(c) Lease Agreement of record in Book 6128, page 415, said Register's Office;

(d) Lease Agreement of record in Book 6128, page 426, said Register's Office;

(e) Lease Agreement of record in Book 6128, page 436, said Register's Office;

(f) Lease Agreement of record in Book 6128, page 446, said Register's Office;

(g) Lease Agreement of record in Book 6128, page 456, said Register's Office, as amended by instrument of record in Book 6320, page 147, said Register's Office;

(h) Lease Agreement of record in Book 6128, page 478, said Register's Office;

(i) Lease Agreement of record in Book 6213, page 373, said Register's Office;

(j) Lease Agreement of record in Book 6213, page 383, said Register's Office;

(k) Lease Agreement of record in Book 6222, page 820, said Register's Office;

(l) Lease Agreement of record in Book 6222, page 841, said Register's Office;

(m) Lease Agreement of record in Book 6222, page 850, said Register's Office;

(n) Lease Agreement of record in Book 6222, page 860, said Register's Office;

(o) Lease Agreement of record in Book 6294, page 791, said Register's Office;

(p) Lease Agreement of record in Book 6294, page 803, said Register's Office;

(q) Lease Agreement of record in Book 6294, page 815, said Register's Office;

(r) Lease Agreement of record in Book 6294, page 858, said Register's Office;

(s) Lease Agreement of record in Book 6320, page 149, said Register's Office;

(t) Lease Agreement of record in Book 6320, page 159, said Register's Office, as amended by instrument of record in Book 6364, page 61, said Register's Office;

(u) Lease Agreement of record in Book 6364, page 37, said Register's Office; and

(v) Lease Agreement of record in Book 6364, page 49, said Register's Office;

4. Any matters shown on that certain survey entitled "As-Built Survey, Castile Office Building" dated April 13, 1984, prepared by A & A Engineers, Inc. and certified to by George Anton, Tennessee Certificate No. 5348;

5. Encroachments, overlaps, boundary line disputes, easements or claims of easements not shown by the public records, and any matters which would be disclosed by an accurate survey and inspection of the premises; and

6. Any other restrictive covenants, easements, or setback lines which may be applicable to said property.

TO HAVE AND TO HOLD the said property to the said Great Southern Federal Savings Bank, a federally chartered savings bank, its successors and assigns, forever, with the appurtenances, estate, title and interest thereunto appertaining.

And I, J. Greer Cummings, Jr., Agent, do further sell, assign, transfer and convey unto the said Great Southern Federal Savings Bank, a federally chartered savings bank, its successors and assigns, any and all goods, chattels, furniture, furnishings, fixtures, equipment, tools, maintenance equipment, parts, machinery, engines, appliances, refrigerators, air-cooling or heating units, and building materials stored on said property, and intangible personal property of any nature or description (including, without limitation, any and all contract rights and assignments of contract documents, permits, documents, instruments, and general intangibles) owned by the debtor or in which the debtor has any right, title or interest whatsoever (whether by Bill of Sale, Lease, Conditional Sales Contract, other title retention document or otherwise), which are located upon or useful, either directly or indirectly, in the operation of said property, together with any and all replacements or substitutions thereof and therefor as well as the proceeds thereof or therefrom, regardless of form.

WITNESS my hand this 23 day of June, 1987.

J. Greer Cummings, Jr., Succ. Trustee + Agent
J. Greer Cummings, Jr.,
Successor Trustee and Agent

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, [illegible] a Notary Public in and for said County and State, the within named J. Greer Cummings, Jr., Successor Trustee and Agent, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 23rd day of June, 1987.

[illegible]
Notary Public
My Commission Expires: 5-13-90

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer is $3,756,500.00.

Affiant

Subscribed and sworn to before me, this the 23rd day of June, 1987.

Notary Public
My Commission Expires: 5-13-91

3904U

IDENTIFICATION REFERENCE

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 7275 PAGE 725

CO - CONVEYANCE
MO - MORTGAGE
WD - WARRANTY DEED
TD - TRUST DEED

CC - CERTIFIED COPY
REL - RELEASE
UCC - UNIFORM COMMERCIAL CODE

MISC - MISCELLANEOUS
CO TX - STATE TAX CONVEY
MO TX - STATE TAX MORT
PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

3,756,500.00 conv.

10516.00 STATE
.50 PRFEE
21.00 WDED
CHECK 10537.50-

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

39040

IDENTIFICATION REFERENCE

JUN 23 [illegible] '87

[illegible]
DAVIDSON COUNTY, TN

No. 96519