Address New Owner as follows:

Mr. and Mrs. Maxwell G. Horkins, Jr.
415 Harding Road, Suite 105
Nashville, Tennessee 37205

Send tax bills to:

Same

Map-Parcel No:

No. 103-02-0C-107.00

TRUSTEE'S DEED

0165 05/24 0101 03CHECK 124.10

THIS INDENTURE, made and entered into this 24th day of June, 1987, by and between **JOHN N. POPHAM, TRUSTEE**, First Party, and **MAXWELL G. HORKINS, JR. and wife, JO ANN N. HORKINS**, Second Party;

W I T N E S S E T H :

WHEREAS, by a Deed of Trust dated October 4, 1985, of record in Book 6683, page 944, Register's Office for Davidson County, Tennessee, Maxwell G. Horkins, Jr. and wife, Jo Ann N. Horkins conveyed unto John N. Popham, Trustee, the hereinafter described property to secure the payment of a Promissory note in the original principal sum of $39,900.00; and,

WHEREAS, by Warranty Deed of record in Book 6822, page 400, Register's Office for Davidson County, Tennessee, the hereinafter described real property was conveyed by the said Maxwell G. Horkins, Jr. and wife, Jo Ann Horkins to Dwain R. Jackson, subject to said Deed of Trust and said Promissory Note secured thereby, which the said Dwain R. Jackson agreed to assume in consideration for said conveyance; and,

WHEREAS, default was made in the payment of said Promissory Note and the holder thereof 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 Promissory Note and Deed of Trust; and,

WHEREAS, pursuant to said notice, First Party did advertise said property for sale in accordance with the terms and provisions of said Promissory Note and Deed of Trust, notices of the time and place of said being published in The Nashville Record on May 14, 1987, May 21, 1987, and May 28, 1987; and,

WHEREAS, First Party did offer said property for sale at the front door of the Courthouse in Davidson County, Tennessee, on June 4, 1987, at 12:00 noon, CDT, Second Party being the highest and best bidder thereof, became the purchaser of said property at and for the sum of Forty-Two Thousand Dollars ($42,000.00), said sum having been paid, the receipt therefore is hereby acknowledged;

NOW, THEREFORE, for and in consideration of the premises, and the sum of $42,000.00, the receipt of which is hereby acknowledged, First Party has this day bargained and sold and does by these presents transfer and convey unto Second Party, its successors and assigns, certain property situated in Davidson County, Tennessee, and described as follows, to-wit:

> Unit No. 107 as shown on the Plan of West End Terrace, a Condominium Development, together with an undivided percentage interest in the Common Elements appurtenant to said unit, as set forth in the Master Deed establishing West End Terrace, a Condominium, of record in Book 6657, page 549, Register's Office for Davidson County, Tennessee.
>
> Being part of the same property conveyed to Dwain R. Jackson by Warranty Deed from Maxwell G. Horkins, Jr. and wife, Jo Ann Horkins of record in Book 6822, page 400, Register's Office for Davidson County, Tennessee.

THIS CONVEYANCE is made subject to unpaid taxes which exist as a lien against said property; any liens, encumbrances, conditions, covenants, easements, setback lines or other matters that may be applicable to the property; any statutory rights of redemption not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal; and any matters that an accurate survey of the property might disclose.

TO HAVE AND TO HOLD said tract of land, together with all the appurtenances, estate, title and interest thereto belonging to the said West End Terrace, Inc., a corporation, its successors and assigns, forever. I, John N. Popham, Trustee, do hereby transfer, assigns, and convey unto the said Maxwell G. Horkins, Jr. and wife, Jo Ann N. Horkins, their heirs and assigns, all of the right, title and interest in and to said property vested in me, and which I have a right to transfer, in as full and ample a manner as I, as Trustee, can or should do but no further or otherwise.

IN WITNESS WHEREOF, the said John N. Popham, Trustee, has hereunto set his hand this 12th day of June, 1987.

John N. Popham
JOHN N. POPHAM, TRUSTEE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, of the State and County aforesaid, JOHN N. POPHAM, TRUSTEE, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purpose therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 12th day of June, 1987.

Marsha R. Anderson
NOTARY PUBLIC

My commission expires: 11/3/88

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration for this transfer or value, whichever is greater, is $42,000.00.

John N. Popham
AFFIANT

Sworn to and subscribed before me this 12th day of June, 1987.

Marsha R. Anderson
NOTARY PUBLIC

My commission expires: 11-3-88

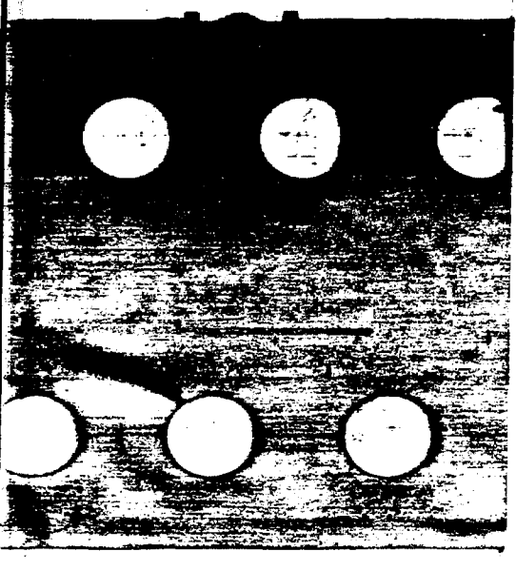
This instrument was prepared by:
JOHN N. POPHAM
Tune, Entrekin & White
21st Floor, First American Center
Nashville, Tennessee 37238

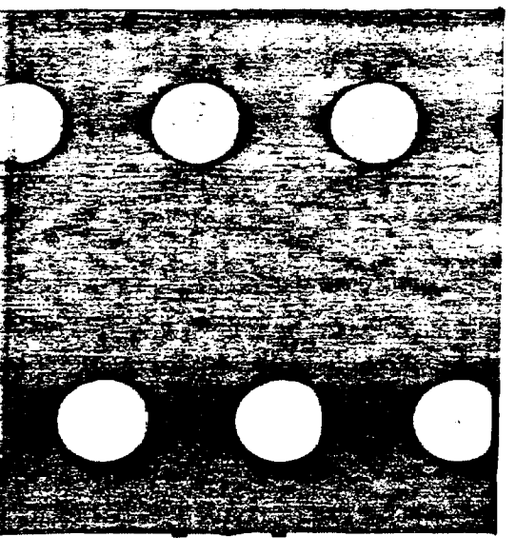
3311.4

IDENTIFICATION REFERENCE

MAY 24 11 10 AM '88
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

FEE EXEMPT





OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7551 PAGE 601

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TAX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TAX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL
			CAMT	42000.00
			CON TX	117.60
			PRFEE	0.50
			WDEED	6.00
			TOTAL	124.10
			CHECK	124.10
05/24/88	01		11:12 0001	0165

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

3311:4

IDENTIFICATION REFERENCE

MAY 24 11 10 AM '88

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 94330