This Instrument Prepared By:
Stokes & Bartholomew, P.A.
424 Church Street, Suite 2800
Nashville, Tennessee 37219

Map 104-09-0, Parcel 108.00
Field Book No. 26W 05095

Map 103-12-0, Parcel 297.00
Field Book No. 26W 09903

Address New Owner/
Send Tax Bills to:
BancBoston Mortgage Corporation
P.O. Box 7565A
Birmingham, Alabama 35253

Map 104-09-0-K, Parcels 101.00 thru 114.00, 201.00 thru 214.00, 301.00, 302.00, and 304.00 thru 314.00
Field Book No. 26W 10052 thru 10081, and 10083 thru 10093.

TRUSTEE DEED

THIS TRUSTEE DEED, made and entered into this 20th day of January, 1989, by D. REED HOUK, acting as Trustee as hereinafter provided, to BANCBOSTON MORTGAGE CORPORATION, a Florida corporation.

W I T N E S S E T H:

WHEREAS, Thomas E. Ledford, Trustee, and Montclair, Ltd., a Tennessee limited partnership, executed a certain Deed of Trust and Security Agreement, dated April 29, 1986, to D. Reed Houk, Trustee, of record in Book 6846, page 849, Register's Office for Davidson County, Tennessee, (the "Deed of Trust and Security Agreement"), as amended by that certain Amended and Restated Construction Deed of Trust and Security Agreement, dated October 2, 1986, executed by Thomas E. Ledford, Trustee, and Montclair, Ltd., to D. Reed Houk, Trustee, of record in Book 6998, page 270, Register's Office for Davidson County, Tennessee (the "Amended and Restated Construction Deed of Trust and Security Agreement"), which conveyed certain real property in Davidson County, Tennessee, as more particularly described below; and,

WHEREAS, default having been made by failure to comply with the terms, provisions and conditions set forth in that certain Deed of Trust Note, dated April 29, 1986, executed by Montclair, Ltd., a Tennessee limited partnership, payable to the order of Mortgage Corporation of the South, now BancBoston Mortgage Corporation (the "Deed of Trust Note"), as amended by that certain Note Modification Agreement, dated October 2, 1986, executed by Montclair, Ltd., and Mortgage Corporation of the South, now BancBoston Mortgage Corporation, (the "Note Modification Agreement"), and in the Deed of Trust and Security

Agreement, as amended by the Amended and Restated Construction Deed of Trust and Security Agreement, which secures the indebtedness therein described, the said indebtedness so secured being, among others, the Deed of Trust Note, as amended by the Note Modification Agreement; and,

WHEREAS, the entire indebtedness evidenced by the Deed of Trust Note, as amended by the Note Modification Agreement, and secured by the Deed of Trust and Security Agreement, as amended by the Amended and Restated Construction Deed of Trust and Security Agreement, having been declared due and payable as provided in said instruments, and payment not having been made as demanded, and the owner and holder of said indebtedness having requested said Trustee to foreclose the Deed of Trust and Security Agreement, as amended by the Amended and Restated Construction Deed of Trust and Security Agreement, as provided therein, the said Trustee, after due advertisement as required by law and by the terms of the Deed of Trust and Security Agreement, as amended by the Amended and Restated Construction Deed of Trust and Security Agreement, and following adjournment of the date and time originally set for sale pursuant to and in accordance with the terms of the Deed of Trust and Security Agreement, as amended by the Amended and Restated Construction Deed of Trust and Security Agreement, offered the real property, improvements and all other property secured thereby for sale at public outcry at the front (south) door of the Courthouse, Nashville, Davidson County, Tennessee, on the 20th day of January 1989, at 12:00 o'clock Noon, free from all rights and equities of redemption, homestead, dower, marital share and all other rights or exemptions of every kind, including statutory rights of redemption, all of which were expressly waived in said instruments, when and where BancBoston Mortgage Corporation became the highest and best bidder for cash at the price of Three Million Eight Hundred Nine Thousand Three Hundred Fifty and No/100 Dollars ($3,809,350.00).

NOW, THEREFORE, in consideration of the premises, and of the sum of Three Million Eight Hundred Nine Thousand Three Hundred

Fifty and No/100 Dollars ($3,809,350.00), cash in hand paid, D. Reed Houk, acting as Trustee, has bargained and sold, and by these presents does hereby transfer, assign and convey unto BancBoston Mortgage Corporation, a Florida corporation, its successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, being more particularly described as follows, to-wit (the "Land"):

Land in Davidson County, Tennessee, being the westerly part of Lot No. 1, the easterly 62-1/2 feet front and 56-1/4 feet rear of Lot No. 1 and the westerly 25 feet of Lot No. 3, the easterly 75 feet of Lot No. 3, and Lot No. 5 of Block 9 in the Richland Realty Company's First Subdivision A, a plan of which is of record in Book 161, page 151, Register's Office for Davidson County, Tennessee, showing said property divided into small blocks, but not showing the subdivision of the blocks into small lots, described according to Survey of Michael V. Holmes, dated January 28, 1986, as follows:

Beginning at an iron pin in the northeastern corner of intersection of West End Avenue and Wilson Boulevard;

Thence with easterly margin of Wilson Boulevard, North 20 deg. 51' 49" West 200 feet to an iron pin;

Thence North 68 deg. 16' 11" East 81.82 feet to an iron pin;

Thence North 68 deg. 16' 11" East 53.74 feet to an iron pin;

Thence North 69 deg. 51' 40" East 27.26 feet to an iron pin;

Thence North 69 deg. 51' 40" East 75.00 feet to an iron pin;

Thence North 65 deg. 57' 47" East 100 feet to an iron pin;

Thence South 24 deg. 26' 21" East 200.32 feet to an iron pin, in the northerly margin of West End Avenue;

Thence with margin of West End Avenue, South 65 deg. 29' 32" West 54.74 feet to an iron pin;

Thence continuing with margin of West End Avenue, with a curve to the right (having a central angle of 06 deg. 10' 27" and a radius of 2743.77 feet) a distance of 295.66 feet to an iron pin, being the point of beginning and containing 69,595.06 square feet or 1.598 acres.

INCLUDED in the above described property, but specifically EXCLUDED therefrom, is the following tract:

Land in Davidson County, Tennessee, being Unit No. 303, The Montclair, as described in Master Deed, of record in Book 7332, page 380, Register's Office for Davidson County, Tennessee, together with an undivided interest in the common elements appurtenant thereto, as described in said Master Deed.

Being part of the same property conveyed to Thomas E. Ledford, Trustee, by deeds from Leah Fleisman Sonnenfield, a widow, of record in Book 6846, page 833, Register's Office for Davidson County, Tennessee, as confirmed and corrected by Deed of Confirmation and Correction of record in Book 6881, page 926, said Register's Office; from West End Synagogue a/k/a K.K.A.I. Congregation, of record in Book 6846, page 838, Register's Office for Davidson County, Tennessee; from John A. Gupton, III and wife, Judith W. Gupton, of record in Book 6846, page 843, Register's Office for Davidson County, Tennessee; and from George Julian Fox and Gilbert Samuel Fox, as Devisees under the Will of Natelle Hirsch Fox, deceased, of record in Book 6846, page 846, Register's Office for Davidson County, Tennessee.

This is improved property located at 3818 and 3828 West End Avenue, Nashville, Tennessee 37205, a portion of which is known as The Montclair, a horizontal property regime, located at 3818 West End Avenue, Nashville, Tennessee 37205, and being Units 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 301, 302, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313 and 314, as described in Master Deed, of record in Book 7332, page 380, Register's Office for Davidson County, Tennessee, together with an undivided interest in the common elements appurtenant to such Units, as described in said Master Deed.

This conveyance also includes all right, title and interest of Thomas E. Ledford, Trustee, and/or Montclair, Ltd., in and to the following, including all proceeds and products therefrom:

(1) All buildings, structures, and improvements of every nature whatsoever now or hereafter erected or situated in or upon the Land.

(2) All gas and electric fixtures, radiators, heaters, engines and machinery, boilers, water heaters, appliances, ranges, ovens, stoves, elevators and motors, bathtubs, sinks, water closets, basins, pipes, faucets and other air-conditioning, plumbing and heating fixtures, mirrors, mantels, refrigerating plants, refrigerators, iceboxes, dishwashers, washers, dryers, exhaust hoods and fans, laundry equipment, carpeting and other floor coverings, furniture, furnishings, cooking apparatus and appurtenances, lawnmowers and other maintenance equipment, window screens, awnings and storm sashes, which are or shall be attached to any buildings, structures or improvements erected or situated in or upon the Land, building materials, supplies and equipment now or hereafter delivered to the Land and intended to be installed or used thereon, and all other furnishings, fixtures, furniture, machinery, equipment, appliances and personal property of every kind and nature whatsoever now or hereafter located in, on or about, or used or intended to be used with or in connection with the use, operation or enjoyment of the Land, or the buildings, structures or improvements erected or situated thereon, and all renewals, replacements and additions thereto, and

articles in substitution therefor, whether now or hereafter acquired, and all proceeds and products therefrom.

(3) All and singular the rights, titles, interests, estates, easements, privileges, tenements, servitudes, hereditaments and appurtenances, reversions and remainders, whatsoever, in any way belonging, relating or appertaining to the Land, or to the buildings, structures or improvements erected or situated thereon, or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired.

(4) All accounts and contract rights arising in connection with the Land or the buildings, structures or improvements erected or situated thereon from time to time, and all rents, issues, profits, and revenues of the Land, or of the buildings, structures or improvements erected or situated thereon, from time to time accruing, whether under leases or tenancies now existing or hereafter created, or otherwise.

(5) All judgments, awards of damages and settlements made as a result of or in lieu of any taking of the Land, or of the buildings, structures or improvements erected or situated thereon, or any part thereof, under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Land, or to the buildings, structures or improvements erected or situated thereon, or to any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said BancBoston Mortgage Corporation, its successors and assigns, in as full and ample a manner as the said D. Reed Houk, acting as Trustee, has power to convey the same, but not further or otherwise.

Said property is conveyed subject to all matters shown on any applicable recorded plan; any unpaid taxes which exist as a lien against said property; any restrictive covenants, easements or setback lines that may be applicable; any statutory rights of redemption not otherwise waived in the Deed of Trust and Security Agreement, as amended, restated and supplemented, including rights of redemption of any governmental agency, state or federal; and any prior liens, encumbrances or other matters that may exist against the property. Said property is also conveyed subject to any matters that an accurate survey of the property might disclose.

IN WITNESS WHEREOF, the said D. Reed Houk, acting as Trustee, has hereunto set his hand as of the day and year first above written.

D. Reed Houk, Trustee

D. Reed Houk, Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $3,809,350.00.

D. Reed Houk
Affiant

Sworn to and subscribed before
me this 20th day of January, 1989.

Susan A. Crews

My Commission Expires: 11-21-92

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, D. Reed Houk, 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 within instrument for the purposes therein contained.

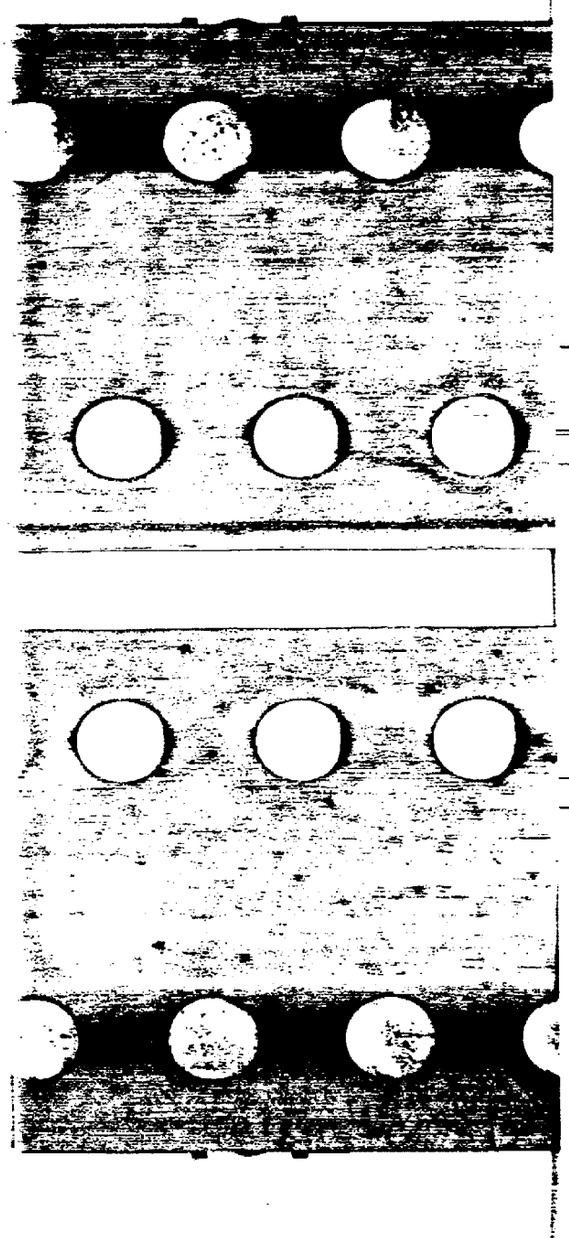
Witness my hand, at office in Nashville, Tennessee, this 20th day of January, 1989.

Susan A. Crews
Notary Public

My Commission expires: 11-21-92

STATE OF TENNESSEE LAKE
NOTARY PUBLIC

INSTRUMENT REFERENCE
JAN 23 11 40 AM '89
FILED & WILSON H. KEESEE
DAVIDSON COUNTY TN
031185
8250 01/23 0101 03CHECK 12589.19



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

RECEIVED OF _____

FOR _____

BOOK 7756 PAGE 364

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

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
				CAMT 3809350.00
				CON TX 12570.69
				PRFEE 0.50
				WDEED 18.00
				TOTAL 12589.19
				CHECK 12589.19
			01/23/89 01	11:42 0001 8250

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

03185.

IDENTIFI REFERENCE

JAN 23 11 40 AM '89

FELIX Z WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 174881