BOOK 7801 PAGE 820

This Instrument prepared by: David M. Smythe, Attorney
King & Ballow
1200 Noel Place
200 Fourth Avenue North
Nashville, TN 37219
(615) 259-3456

03/15/89 0101 03CHECK 90.35

RESPONSIBLE TAXPAYER:

Name: Senior Corporation
Address: P.O. Box 110172
City: Nashville State: TN Zip: 37222

Map 92-13
Parcel 459, 460,
461, 462

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $24,500.

Affiant

Subscribed and sworn to before me, this 14th day of March, 1989.

Notary Public

My Commission expires: 1-7-92

TRUSTEE'S DEED

THIS INSTRUMENT, made this 14th day of March, 1989, by and between David M. Smythe, Substitute Trustee of Davidson County, Tennessee, party of the first part, and Senior Corporation, a Tennessee corporation, party of the second part.

WITNESSETH:

THAT, WHEREAS, on the 18th day of June, 1980, General Land Company, a Tennessee Company, Marian R. Curry, and James B. Curry, duly executed and acknowledged a deed of trust, recorded in Trust Deed Book 5614, page 766, Register's Office for Davidson County, Tennessee, conveying to Milton W. Smith, Jr., Trustee the hereinafter described real estate, to secure payment of all of grantors' obligations to the beneficiary, First American National Bank of Nashville; together with fees and costs necessary to enforce the collection of such amounts; and

Whereas, said real estate being situated in Davidson County, Tennessee, and being more particularly bounded and described as follow:

> Being Lots Nos. 3, 4, 5, and 6 on the Plan of West End Land Company Re-subdivision of Lots 40 and 41 of record in Book 4595, page 13, Register's Office of said County.
>
> Said Lots Nos. 3, 4, 5, and 6 adjoin and front together a total of 200.0 feet on the northerly margin of Normandy Place and extend back 146.37 feet on their

westerly line and 156.0 feet on their easterly line to a line in the rear measuring a total of 191.59 feet thereon.

Being the same property conveyed to General Land Company, a Tennessee Corporation, and Marian R. Curry by Deed from Quality House, Inc., a Tennessee Corporation, of record at Book 5614, page 763, Register's Office for Davidson County, Tennessee.

Being also the same property redeemed by General Land Company and Marian R. Curry pursuant to four (4) certain Decrees of Redemption of record in Book 7762, pages 439, 442, 445, and 448, said Register's Office.

Whereas, the original Trustee, Milton W. Smith, Jr., resigned his position as Trustee; and

Whereas, Edmond W. Turnley, III, was appointed as Substitute Trustee pursuant to a certain Appointment of Trustee of record in Book 7119, page 254, said Register's Office, Davidson County, Tennessee; and

Whereas, the Substitute Trustee, Edmond W. Turnley, III, resigned his position as Substitute Trustee; and

Whereas, on the 10th day of February, 1989, David M. Smythe was appointed and designated as Substitute Trustee pursuant to the terms and conditions of said Deed of Trust, by the beneficiary which appointment is of record in Book 7772, page 509, Register's Office for Davidson County; and

Whereas, default has been made in the payment of the total amount of the obligations due by General Land Company, a Tennessee Corporation, Marian R. Curry, and James B. Curry, to beneficiary as secured by the Deed of Trust, which amount was past due at the time the foreclosure of said Deed of Trust was begun, and the owner and holder of said indebtedness had directed the party of the first part to foreclose said Deed of Trust, in accordance with the terms and provisions thereof and to sell the real estate above described; and

Whereas, party of the first part did advertise the sale of said real estate herein described as provided in said Deed of Trust, in a local newspaper published in Nashville, Davidson County, Tennessee, to wit: the Nashville Record, giving the time, place, and terms of said sale; and

Whereas, on the 20th day of March 1989, at the hour of 12:00 noon at the southern most entrance of the Davidson County Courthouse in Nashville, Davidson County, Tennessee, the time and place affixed in the advertised Notice of Sale, the foregoing described real estate was offered of cash at Public Auction to the highest and best bidder for cash in hand, free from the right and equity of redemption, homestead, dower, and all other rights or exemptions of every kind, the same having been waived by the terms of said Deed of Trust, and being cried for a reasonable time, was finally sold to the party of the second part at a bid of $24,500, party of the second part being the highest and best bidder, which purchase price has been paid to party of the first part and then applied by party of the first party as directed and provided in said Deed of Trust;

NOW, THEREFORE, in consideration of the premises and the said purchase price bid and paid, party of the first part as Substitute Trustee, does hereby grant, bargain, sell, transfer, convey unto the said party of the second part the real estate hereinbefore described, to have and to hold the same, together will all the hereditaments, improvements, buildings, easements, and appurtenances therein and thereunto belonging and appertaining, in fee simple, forever, and free from the right and equity of redemption, homestead, dower, and all other rights

or exemptions of every kind in the makers of said Deed of Trust, and all persons claiming through and under said makers.

Party of the first part, as Substitute Trustee, does hereby transfer, assign, and set over unto the party of the second part, their representatives, successors and assigns, all of the covenants or warranties contained in the aforesaid Deed of Trust, and does hereby warrant the title to the aforesaid real estate as fully and completely as he is authorized to do as such Substitute Trustee, but no further or otherwise; provided, however, this conveyance is subject to such priority tax liens and prior encumbrances as may appear of record, as well as any and all ad valorem property taxes which may be of record or applicable to said property.

The designation of the parties of this instrument in either the plural or singular shall be applied to mean either number, and where appropriate in the context hereof, shall mean any one or more of said parties, and any pronoun used herein shall include the masculine, feminine and neuter genders.

IN WITNESS WHEREOF, party of the first part has hereunto set his hand and seal, the day and year first above written.

David M. Smythe
Substitute Trustee

STATE OF TENNESSEE)
:SS
COUNTY OF DAVIDSON)

Personally appeared before me, JOHN H. YARDLEY, a Notary Public in and for the said county and State, the within named bargainor, David M. Smythe, Substitute Trustee, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purpose therein contained.

Witness my hand and official seal at office this 24TH day of MARCH, 1989.

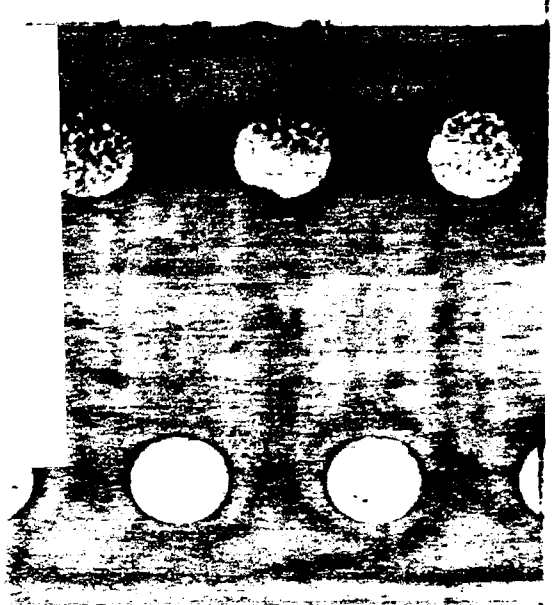
Notary Public

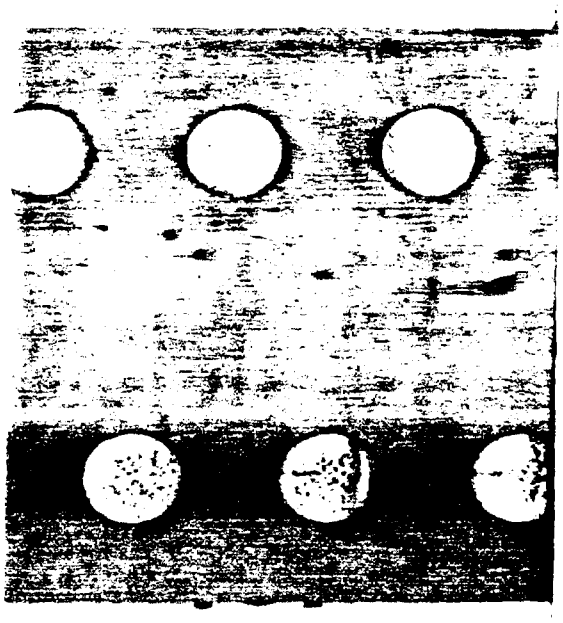
My Commission Expires: SEPTEMBER 11, 1989

JOHN H. YARDLEY NOTARY PUBLIC

19604

MAR 27 3 19 PM '89





OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 7801 PAGE 823

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

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

CAMT	24500.00
CON TX	80.85
PRFEE	0.50
MTGFEE	9.00
TOTAL	90.35
CHECK	90.35

03/27/89 01 15:20 0001 9479

19604

MAR 27 3 19 PM '89

No. 193964