THIS INSTRUMENT PREPARED BY: N. COURTNEY HOLLINS, Attorney at Law, Sixteenth Floor, First American Center, Nashville, Tennessee 37237-1607

Address of New Owners:
First American National Bank
c/o Harry L. Gross, Jr.
First American Center
Nashville, TN 37237-0305

Send Tax Statements To:
Same

Map & Parcel:
75-8-A-50-51.00CO
75-8-A-54-55.00CO
75-8-A-57.00CO
75-8-A-61-64.00CO
75-8-A-69-70.00CO
75-8-A-73-83.00CO
75-8-A-84-100.00CO
75-8-A-101-104.00CO
75-8-A-106-112.00CO

SUCCESSOR TRUSTEE'S DEED

WHEREAS, default was made in the terms, conditions and payments, provided for in a Deed of Trust and Security Agreement dated August 14, 1984, executed by Clairmont Investors-Brook Castle, a joint venture, which is recorded in Book 6359, Page 866, and amended by Amendment No. 1 to Deed of Trust and Security Agreement, Assumption, Modification, and Extension Agreement dated June 9, 1986, of record in Book 6883, page 761, and rerecorded in Book 6933, page 573, Register's Office for Davidson County, Tennessee; and,

WHEREAS, Guaranty Title Company, was appointed Successor Trustee by an instrument of record in Book 7990, Page 288, Register's Office for Davidson County, Tennessee; and,

WHEREAS, the entire indebtedness was declared due and payable by the lawful holder and owner of the indebtedness secured by said Deed of Trust; and,

WHEREAS, payment not having been made as demanded, I, Guaranty Title Company, Successor Trustee, advertised in accordance with the provisions of said Deed of Trust that said property would be sold at 12:00 o'clock Noon, December 22, 1989, at the south door of the Davidson County Courthouse, Nashville, Tennessee, to the highest, best and last bidder for cash, and free from the equity of redemption, homestead, dower, and all other exemptions as provided in said Deed of Trust; but, subject to any and all mortgages, liens, claims and unpaid taxes that may be a lien against the property; and,

WHEREAS, I, Guaranty Title Company, Successor Trustee, personally appeared and offered said property for sale at public outcry and the highest, best and last bid received was the sum of Four Hundred Forty Thousand and No/100 Dollars ($440,000.00) by First American National Bank and said property was knocked off and sold to First American National Bank.

NOW THEREFORE, in consideration of the premises and the sum of Four Hundred Forty Thousand and No/100 Dollars ($440,000.00) cash in hand paid by First American National Bank, I, Guaranty Title Company, Substitute Trustee, have this day bargained and sold and by these presents do transfer and convey to First American National Bank, its successors and assigns, a certain tract or parcel of land situated in Davidson County, Tennessee and described as follows:

Being Sixty Four (64) Condominium Units: Units 149 through 212, inclusive, in a Horizontal Property Regime as shown on the Condominium Plat of Brooke

Castle Condominiums, as of record in Book 6250, page 627 and as amended by instrument of record in Book 6727, page 762, Register's Office for Davidson County, Tennessee.

Less individual condominium units 153, 158, 159, 162, 151, 170, 169, 171, 152, 172, 166, 155, 154, 167 and 150 subject to individual releases previously executed by First American National Bank and recorded with Register's Office for Davidson County, Tennessee.

This is improved property known as Brooke Castle Drive, Hermitage, Tennessee 37076.

And I covenant with the said First American National Bank, that I am lawfully seized and possessed of said real and personal property as Successor Trustee only, and by the terms of the above mentioned Deed of Trust, have a good right to sell and convey the same, and that the same is unencumbered, except for any and all mortgages, liens, claims and unpaid taxes that may be a lien against the said real property.

I further covenant and bind myself, my heirs and assigns, to warrant and forever defend the title to said real and personal property to First American National Bank, its successors and assigns, against the lawful claims of any persons claiming by or through me as Successor Trustee, but no further or otherwise; it being my intention only to convey to First American National Bank no greater title in the subject real property than I received as Trustee.

Witness my hand this 22nd day of December, 1989.

N. Courtney Hollins
Vice President
Guaranty Title Company
Successor Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Sandra K. Prince, a Notary Public in and for the aforesaid County and State, N. Courtney Hollins, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained, and who further acknowledged that she is the Vice President 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 22nd day of December, 1989.

Sandra K. Prince
NOTARY PUBLIC

My Commission Expires:
March 27, 1993

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is $440,000.00.

N. Courtney Hollins

N. COURTNEY HOLLINS
Affiant

Subscribed and sworn to before me, this the 22nd day of December, 1989.

Sandra K. Prince

Notary Public

My Commission Expires:

March 29, 1993

STATE OF TENNESSEE NOTARY PUBLIC SANDRA K. PRINCE

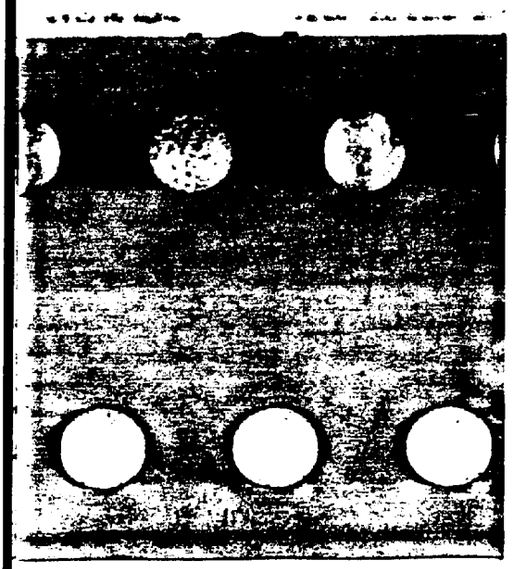
8826 12/29 0101 03CHECK 1462.00

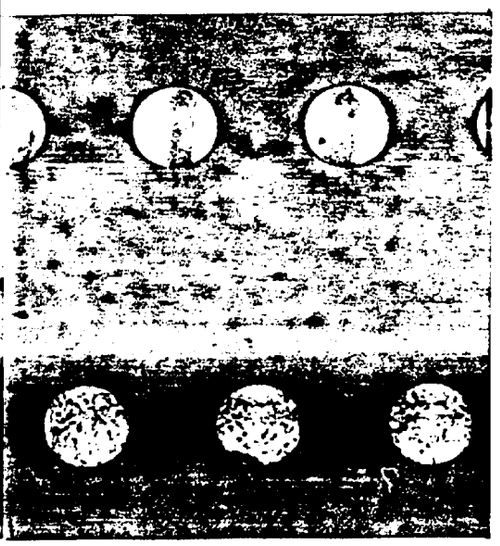
92665

IDENTIFI REFERENCE

Dec 29 11 15 AM '89

DAVIDSON COUNTY, TN





OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 8014 PAGE 816

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 440000.00
CON TX 1452.00
PRFEE 1.00
WDEED 9.00
TOTAL 1462.00
CHECK 1462.00

12/29/89 01 11:16 0001 8826

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

No. 279934