Bot 50

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

Address New Owner/Send Tax
Bills to:
BancBoston Mortgage Corporation
P.O. Box 7576A
Birmingham, Alabama 35253
ATTN: J. Ronny Hudspeth

Map 104-09-0-G, Parcels
5.00, 16.00, 26.00, 33.00,
34.00, 40.00 and 49.00
Field Book No. 26W 9929,
9940, 9950, 9957, 9958,
9964 and 9973.

[illegible] 0.0[illegible] DSCHECK 1585 [illegible]

TRUSTEE DEED BOOK 8078 PAGE 528

THIS TRUSTEE DEED, made and entered into this 16th day of March, 1990, by DWIGHT A. SANDLIN, acting as Trustee as hereinafter provided, to BANCBOSTON MORTGAGE CORPORATION, a Florida corporation.

W I T N E S S E T H:

WHEREAS, Marshall I. Karr, Trustee, and Park Circle, Ltd., a Tennessee limited partnership, executed a certain Deed of Trust and Security Agreement, dated May 28, 1985, to Dwight A. Sandlin, Trustee, of record in Book 6566, page 814, Register's Office for Davidson County, Tennessee, as amended by that certain First Amendment to Deed of Trust and Security Agreement, dated December 28, 1988, executed by Marshall I. Karr, Trustee, Park Circle, Ltd., and BancBoston Mortgage Corporation to Dwight A. Sandlin, Trustee, of record in Book 7803, page 717, Register's Office for Davidson County, Tennessee (collectively, the "Deed of Trust and Security Agreement"), which conveyed certain real property in Davidson County, Tennessee, as more particularly described below; and,

WHEREAS, default having occurred by failure to comply with the terms, provisions and conditions set forth in (i) that certain Real Estate Note, dated May 28, 1985, executed by Park Circle, Ltd., payable to the order of Mortgage Corporation of the South, now BancBoston Mortgage Corporation, as amended by that certain Real Estate Note Extension Agreement, dated December 28, 1988, executed by Park Circle, Ltd., and BancBoston Mortgage Corporation (collectively, the "Note"), (ii) the Deed of Trust and Security Agreement, which secures the indebtedness therein described, the said indebtedness so secured being, among others, the Note, and (iii) that certain Collateral Assignment of Contracts, dated May

28, 1985, executed by Park Circle, Ltd., and Mortgage Corporation of the South, now BancBoston Mortgage Corporation, as amended by that certain First Amendment to Collateral Assignment of Contracts, dated December 28, 1988, executed by Park Circle, Ltd., and BancBoston Mortgage Corporation (collectively, the "Collateral Assignment of Contracts"), pursuant to which Park Circle, Ltd., granted to Mortgage Corporation of the South, now BancBoston Mortgage Corporation, security interests in the property therein described, the said security interests therein granted being set forth and described in that certain UCC-1 Financing Statement, of record in Book 6566, page 833, and filed under Reference No. C97627, Register's Office for Davidson County, Tennessee, and in that certain UCC-1 Financing Statement, bearing File No. 254181 in the Office of the Tennessee Secretary of State (collectively, the "Financing Statements"), which secure the indebtedness therein described, the said indebtedness so secured being, among others, the Note; and,

WHEREAS, the entire indebtedness evidenced by the Note, and secured by the Deed of Trust and Security Agreement, the Collateral Assignment of Contracts, and the Financing Statements, having been declared due and payable as provided in the Note, the Deed of Trust and Security Agreement and the Collateral Assignment of Contracts, 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 and the Collateral Assignment of Contracts, and to conduct a public sale as provided therein, and the said Trustee, after due advertisement as required by law and by the terms of the Deed of Trust and Security Agreement and the Collateral Assignment of Contracts, through his duly appointed agents, 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 16th day of March, 1990, at 12:00 o'clock Noon, in bar of the right and equity of redemption (both statutory and common law), homestead, dower, curtesy, any elective share, and all other marital rights and

exemptions of every kind, all of which were expressly waived in the Deed of Trust and Security Agreement, when and where BancBoston Mortgage Corporation became the highest and best bidder for cash at the price of Four Hundred Seventy-Six Thousand Dollars ($476,000.00).

NOW, THEREFORE, in consideration of the premises, and of the sum of Four Hundred Seventy-Six Thousand Dollars ($476,000.00), cash in hand paid, Dwight A. Sandlin, 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"):

Being a parcel of property located within the City of Nashville, Davidson County, Tennessee, being bounded on the north by Park Circle and Interstate 440; on the east by West End Avenue; on the south by Blevins and Free Will Baptist Bible College; on the west by Richland Avenue and an alley.

Being part of Block 3, Division "A", of the Plan of Richland Realty Company as recorded in Plat Book 161, page 151, Register's Office for Davidson County, Tennessee, and being Lots 63, 64, 65, 67, 69 and part of Lots 62 and 66 of the unregistered Plan subdividing Block 3 into small lots, being more particularly described according to a survey and drawing by Morrow & Associates, Inc., dated January 10, 1984, revised January 26, 1984, as follows:

BEGINNING at a point being the northeast corner of Lot 69 and the intersection of the west right-of-way of West End Avenue and the south right-of-way of Park Circle; THENCE with the west right of way of West End Avenue, on a curve to the right, with a chord bearing a distance of South 47 deg. 02 min. 58 sec. West, 362.26 feet, a radius of 1864.86 feet and a delta angle of 11 deg. 08 min. 51 sec., a distance of 362.83 feet to a point, the southeast corner of Lot 63 and the northeast corner of Lot 61 and being a corner common with Blevins; THENCE leaving West End Avenue and with Blevins, North 36 deg. 02 min. 58 sec. West, 199.71 feet to a point, the southwest corner of Lot 63 and the northwest corner of Lot 61 in the west line of Lot 60; THENCE with the east line of Lots 60 and 62, North 50 deg. 38 min. 49 sec. East, 58.01 feet to a point being a corner common with Free Will Baptist Bible College in the east line of Lot 62; THENCE with Free Will Baptist Bible College, North 39 deg. 12 min. 59 sec. West, 202.34 feet to a point in the west line of Lot 62 and the south right-of-way of Richland Avenue and being a corner common with Free Will Baptist Bible College; THENCE with the west line of Lots 62, 64 and 66 and the east right-of-way of Richland Avenue, North 49 deg. 15 min. 00 sec. East, 155.00 feet to a point in the west line of Lot 66; THENCE South 39 deg. 52 min. 54 sec. East, 196.29 feet to a point in the west line of a 12 foot alley as dedicated by property owners and recorded in Book 475, page 570; THENCE with the west line of alley, South 49 deg. 15 min. 00 sec. West, 105.00 feet to a point in the north line of Lot 64 and being the southwest corner of alley; THENCE with south line of alley, South 40 deg. 45 min. 00 sec. East, 12.00 feet to a point being the southeast corner of alley; THENCE with the east line of alley thru Lots 65, 67, and 69,

North 49 deg. 15 min. 00 sec. East 281.17 feet to a point in the south right of way of Park Circle and the north line of Lot 69; THENCE with the south right of way of Park Circle South 26 deg. 14 min. 40 sec. East, 183.56 feet to the POINT OF BEGINNING.

INCLUDED in the above described property, but specifically EXCLUDED therefrom, are the following described tracts of land:

EXCLUDED TRACT I:

Being a parcel of land lying in Davidson County, Tennessee, and being a part of Block 3, Division "A", on the Plan of Richland Realty Company, as of record in Plat Book 161, page 151, Register's Office for Davidson County, Tennessee, and being Lot 64 and part of Lots 62 and 66, of an unregistered Plan subdividing Block 3 into smaller lots, and being more particularly described as follows:

Beginning at an iron pin corner common with Hannah Westfield Kahn in the south right-of-way line of Richland Avenue, said pin being located westerly, 231.5 feet from the intersection of the west right-of-way line of Park Circle South and the south right-of-way line of Richland Avenue; thence with Kahn, South 39 deg. 52' 54" East, 196.29 feet to an iron pin corner common with Kahn in the north right-of-way line of Alley 1138; thence with the North right-of-way line of Alley 1138, South 49 deg. 15' 00" West, passing the alley terminus at 105.00 feet, a total distance of 157.28 feet to an iron pin corner common with Free Will Baptist Bible College; thence with Free Will Baptist Bible College, North 39 deg. 12' 59" West, 196.34 feet to an iron pin corner common with Free Will Baptist Bible College, in the south right-of-way line of Richland Avenue; thence with the south right-of-way line of Richland Avenue, North 49 deg. 15' 00" East, 155.00 feet to the point of beginning.

EXCLUDED TRACT II:

Land in Davidson County, Tennessee, being Unit Nos. 1, 2, 3, 4, 6, 7, 8, 9, 10,11, 12, 13, 14, 15, 17, 18, 19, 20, 21, 22, 23, 24, 25, 27, 28, 29, 30, 31, 32, 35, 36, 37, 38, 39, 41, 42, 43, 44, 45, 46, 47, 48, 50 and 51, Park Circle Condominiums, as described in the Master Deed Establishing Horizontal Property Regime of Park Circle Condominiums, of record in Book 6809, page 569, 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.

Being part of the same property conveyed to Marshall I. Karr, Trustee, by deed from HIA Tennessee, Inc., a Tennessee corporation, of record in Book 6566, page 809, Register's Office for Davidson County, Tennessee.

This is improved property located at 3500 West End Avenue, Nashville, Tennessee 37205, known as Park Circle Condominiums, a horizontal property regime, and being Units 5, 16, 26, 33, 34, 40 and 49, as described in the Master Deed Establishing Horizontal Property Regime of Park Circle Condominiums, of record in Book 6809, page 569, 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. The

above-referenced Units have the following street addresses: 103 Park Circle, 113 Park Circle, 128 Park Circle, 136 Park Circle, 131 Park Circle, 137 Park Circle and 146 Park Circle, Nashville, Tennessee 37205.

This conveyance also includes all right, title and interest of Marshall I. Karr, Trustee, and/or Park Circle, Ltd., in and to the following, including all proceeds therefrom:

(1) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all building supplies and materials.

(2) All fixtures now or hereafter affixed or attached to the Land.

(3) All goods and equipment delivered to the Land and placed thereon to be used in the construction or operation of the buildings, structures or improvements now or hereafter located on the Land.

(4) All accounts and contract rights arising in connection with the Land, buildings, structures and improvements, including, but not limited to, any leases or agreements to lease relating thereto.

(5) All easements, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversion and reversions, remainder and remainders, pertaining to the Land.

(6) All income, rents, issues, profits and revenues of the Land, buildings, structures and improvements, whether now or hereafter due.

(7) All equipment, machinery, apparatus, furniture, furnishings, trade fixtures and other personal property of every kind and description.

(8) All minerals, flowers, crops, trees, timber, shrubbery and other emblements now or hereafter located on around or under the Land or any portion thereof.

(9) All policies of insurance which insure against any loss or damage to the Land or to the buildings, structures or improvements of every nature whatsoever now or hereafter erected or situated in or upon the Land, and the proceeds therefrom and the unearned premiums therefor.

(10) All compensation, awards, damages, claims, rights of action and proceeds and the right thereto resulting from any eminent domain proceeding relating to the Land or to the buildings, structures or improvements thereon.

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 Dwight A. Sandlin, 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, 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 DWIGHT A. SANDLIN, acting as Trustee, has hereunto set his hand as of the day and year first above written.

Dwight A. Sandlin

DWIGHT A. SANDLIN, TRUSTEE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $476,000.00.

D. Reid Houk, Attorney
Affiant

Sworn to and subscribed before me this 30th day of March, 1990.

Notary Public

My Commission Expires: 9/11/90

STATE OF ALABAMA)
COUNTY OF Jefferson)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Dwight A. Sandlin, 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 Birmingham, Alabama, this 30th day of March, 1990.

R. W. Smith

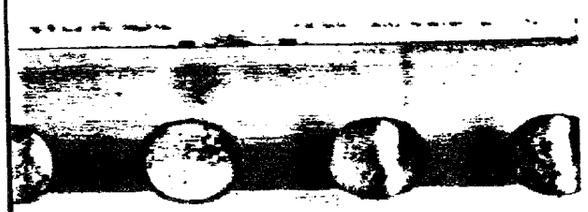
NOTARY PUBLIC

My Commission Expires: RICKY SMITH, Notary Public State of Alabama My Commission Expires Aug. 14, 1992

APR 2 3 01 PM '90

IDENTIF. TREFERENCE

154 02



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

RECEIVED OF _____

FOR _____

BOOK 8078 PAGE 534

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	
				476000.00
			CON TX	1570.80
			PRFEE	1.00
			WDEED	18.00
			TOTAL	1589.80
			CHECK	1589.80
04/02/90	01		15:40 0001	7127

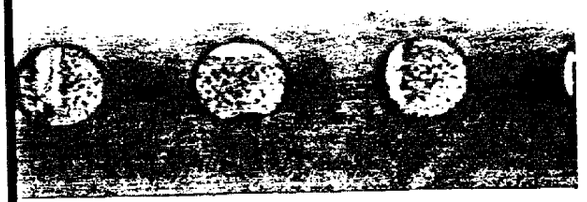
RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 5402

IDENTIF. REFERENCE

APR 2 3 41 PM '90

DAVIDSON COUNTY TN



No. 306291