BOOK 8156 PAGE 451

427.62

This instrument prepared by:
Julian L. Bibb
FARRIS, WARFIELD & KANADAY
Seventeenth Floor
Third National Bank Building
Nashville, Tennessee 37219

Address New Owner(s) as Follows:

Sovran Bank/Central South
Public Square
Franklin, TN 37065-0220

Send Tax Bills To: Same

Map Parcel No. 118-11-72

JUL 19 2 51 PM '90

SUBSTITUTE TRUSTEE'S DEED

This instrument made and entered into on this the 19th day of July, 1990, by Julian L. Bibb, Substitute Trustee (hereinafter referred to as "Substitute Trustee").

WHEREAS, by Deed of Trust dated the 23rd day of July, 1987, of record in Book 7309, page 14, Register's Office for Davidson County, Tennessee, William E. Miller, now deceased, and wife, Shirley T. Miller conveyed to James L. Woodard, Trustee, the hereinafter described real estate, to secure payment to Williamson County Bank of a Note dated July 23, 1987, as renewed and extended by a promissory note dated August 15, 1988, in the original principal amount of One Hundred Fifty Thousand Dollars ($150,000) and certain other indebtedness described therein; and

WHEREAS, James L. Woodard was unable to serve as such Trustee and the lawful holder of the Note, Sovran Bank/Central South, the successor in interest to Williamson County Bank, appointed Julian L. Bibb to serve as Substitute Trustee in accordance with the terms of said Deed of Trust by an instrument of record in Book 7761, page 480, Register's Office for said County; and

WHEREAS, the indebtedness secured by said Deed of Trust became overdue and unpaid, and other conditions of default occurred, by reason of which the lawful owner and holder of the indebtedness secured by said Deed of Trust declared the Deed of Trust to be in default, and notice was given of such default to

the Estate of William E. Miller and to Shirley T. Miller, in the manner required by the terms of said Deed of Trust, but following such notice the default was not cured; and

WHEREAS, the lawful holder of the Note secured by the Deed of Trust directed the Substitute Trustee to sell the property held as security under the Deed of Trust as provided therein, and the Substitute Trustee caused notice to be published in The Nashville Record that the property would be sold at 11:00 o'clock A.M. on Friday, July 19, 1990, at the south door of the Courthouse in Davidson County, Tennessee, such advertisement appearing in said paper on June 21, 1990, June 28, 1990, July 5, 1990 and July 12, 1990, and sent a copy of such notice to the Estate of William E. Miller and to Shirley T. Miller and following such notice the default was not cured; and

WHEREAS, the Substitute Trustee at the time, place and date specified in said notices offered the property for sale, and after opening the floor for competitive bids, sold said property to SOVRAN BANK/CENTRAL SOUTH, at the price of $195,530.66, this being the highest, last and best bid.

NOW, THEREFORE, I, Julian L. Bibb, Substitute Trustee as aforesaid, in consideration of the premises and the sum of $195,530.66, to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto SOVRAN BANK/CENTRAL SOUTH, its heirs, successors and assigns, all of my right, title and interest in and to the following described real estate and improvements located thereon, but no further or otherwise, located in Davidson County, Tennessee, and more particularly described as follows, to wit:

Lying, located and being in Davidson County, Tennessee, and BEING Lot No. 27 of Block "D"

on the Plan of Berry Hill Gardens Subdivision, as of record in Book 1130, page 36, Register's Office of Davidson County, Tennessee. Said Lot No. 27 fronts 75 feet on the westerly side of Columbine Place and runs back between parallel lines 131.8 feet to a dead line.

Being the same property conveyed to William E. Miller and wife, Minnie Miller by Warranty Deed of Ernestine Thibodeaux, unmarried, as of record in Book 6608, page 516, Register's Office of Davidson County, Tennessee. Minnie Miller is now deceased and title to the within described property is vested in William E. Miller as the surviving tenant by the entirety.

To have and to hold the aforesaid real estate, together with all improvements thereon, unto SOVRAN BANK/CENTRAL SOUTH, its successors and assigns, in fee simple forever, and all right or equity of redemption as provided in, but only to the extent provided in, said Deed of Trust, and Julian L. Bibb, as Substitute Trustee, does hereby transfer, assign and set over to SOVRAN BANK/CENTRAL SOUTH all of the covenants and warranties contained in the aforesaid Deed of Trust and does hereby warrant the title as fully as he is authorized to do as Substitute Trustee, but not further or otherwise.

Said sale is subject to certain easements, restrictions, liens, taxes, etc., including, but not limited to the following:

(1) Any and all unpaid taxes.

(2) Any mechanics' and materialmen's liens, filed or unfiled.

(3) Title to that portion of the premises lying within the bounds of any roads, streets, or highways.

(4) Such easements and restrictions as may be applicable.

(5) Any other liens, defects, encumbrances, adverse claims or other matters which take prior over the Deed of Trust under which said foreclosure was held or which affect the land herein conveyed.

(6) Any rights of redemption or otherwise held by the Internal Revenue Service or the State of Tennessee.

(7) Rights or claims of parties in possession.

(8) Encroachments, overlaps, boundary line disputes or other matters which would be shown by an accurate survey or inspection of the premises.

(9) Rights of redemption, if any, including, but not limited to the right of redemption set forth in Tennessee Code Annotated Section 66-8-101 et. seq.

WITNESS the signature of the Substitute Trustee on this the day and date first above written.

Julian L. Bibb,
Substitute Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Kay Sandusky, a Notary Public of the State and County aforesaid, personally appeared **JULIAN L. BIBB**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Substitute Trustee, and that he as such Substitute Trustee being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his name as Substitute Trustee.

Witness my hand and seal, at office in Nashville, Tennessee, this 19th day of July, 1990.

Kay Sandusky
Notary Public

My commission expires: 11/10/91

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is $195,530.66.

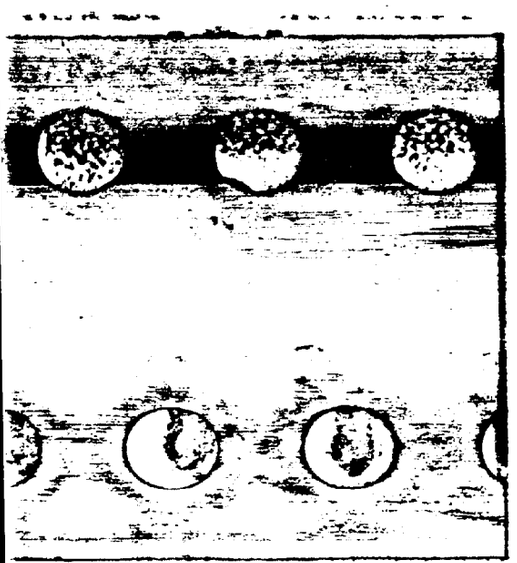
George L Bibb
Affiant

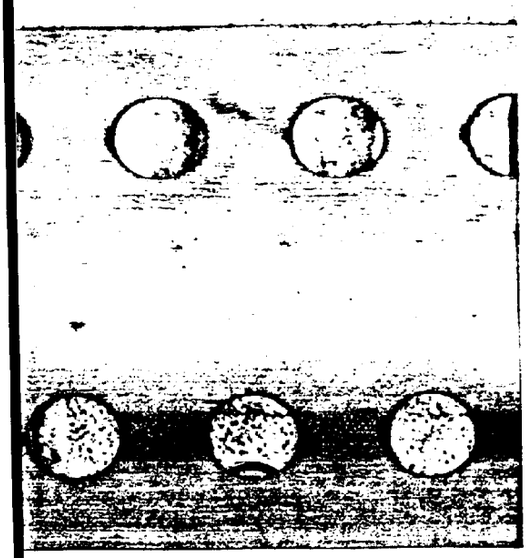
Subscribed and sworn to before me this the 19th day of July, 1990.

Kay Sandusky
Notary Public

My commission expires: 11/10/91

1331Z/07-19-90





OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 8156 PAGE 455

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 195530.66
				CON TX 645.15
				PRFEE 1.00
				WDEED 12.00
				TOTAL 658.15
				CHECK 658.15
			07/19/90 01	14:51 0001 1662

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

4 2 7 6 2

IDENTIFICATION REFERENCE

JUL 19 2 51 PM '90

No. 338484