TRUSTEE'S DEED

THIS INDENTURE, made and entered into this 27th day of September, 1990, by and between GREGORY D. SHANKS, SUBSTITUTE TRUSTEE, of Knox County, Tennessee, First Party, and _____ FEDERAL DEPOSIT INSURANCE Corporation, in its Corporate Capacity, Second Parties.

WITNESSETH:

WHEREAS, on the 20th day of July, 1984, Bell Forge Shopping Center, LTD., did duly execute to Stephen W. Ramp, Trustee, a certain Trust Deed, which was duly recorded in the Register's Office for Davidson County, Tennessee, in Book 6344, page 697; and

which indebtedness was extended and modified by Extension and Modification Agreement, dated January 18, 1985, and recorded in Book 6478, page 867, in the Register's Office for Davidson County, Tennessee; and

further extended and modified by Second Extension and Modification Agreement dated March 6, 1985, and recorded in Book 6579, page 444, in the Register's Office for Davidson County, Tennessee; and

further extended and modified by Third Extension and Modification Agreement dated June 28, 1985, and recorded in Book 6609, page 129, in the Register's Office for Davidson County, Tennessee; and

further modified by Modification to First Tennessee Deed of Trust, Assignment of Rents and Security Agreement, dated

THE NAME AND ADDRESS OF A PROPERTY OWNER:
FEDERAL Deposit Insurance Corporation
(Property Owner)
Address: % C.D. STOREY 150 SECOND AV. N
Suite 209 NASHVILLE, TN 37201

PERSON OR ENTITY RESPONSIBLE FOR PAYMENT OF TAXES:
Same
Address: _____

PARCEL ID NO. 163-302

SEP 27 11 37 AM '90

6053

SHANKS & BLACKSTOCK
Attorneys at Law
P.O. BOX 1346
KNOXVILLE
TENNESSEE 37901
(615) 637-2981

July 31, 1985, and recorded in Book 6618, page 974, in the Register's Office for Davidson County, Tennessee; and

further modified by Modification and Increase Agreement dated February 6, 1986, and recorded in Book 6804, page 496, in the Register's Office for Davidson County, Tennessee; and

amended by Amendment to Tennessee Deed of Trust, Assignment of Rents and Security Agreement dated March 12, 1987, and recorded in Book 7166, page 852, in the Register's Office for Davidson County, Tennessee; and

subordinated to Deed of Trust and Security Agreement securing The Prudential Insurance Company of America by Subordination and Consent to Inferior Financing Agreement dated March 12, 1987, and recorded in Book 7166, page 837, in the Register's Office for Davidson County, Tennessee; and

WHEREAS, the Note and Deed of Trust were subsequently assigned to Old Sunbelt; and

WHEREAS, the Federal Home Loan Bank Board ("FHLBB") appointed the Federal Savings and Loan Insurance Corporation ("FSLIC") as Receiver for Old Sunbelt, by adoption of Resolution No. 88-788, dated August 19, 1988, whereby the FSLIC as Receiver for Old Sunbelt became the owner and holder of the Note and Deed of Trust and succeeded to all of the rights and powers of Old Sunbelt under the Note and Deed of Trust; and

WHEREAS, pursuant to adoption of Resolution No. 88-802, dated August 19, 1988, Sunbelt Savings, F.S.B. ("New Sunbelt") acquired the assets and liabilities of FSLIC as Receiver for Old Sunbelt and became the owner and holder of the Note and Deed of Trust and Succeeded to all of the rights and powers of FSLIC as Receiver for Old Sunbelt under the Note and Deed of Trust; and

WHEREAS, pursuant to Purchase and Assignment Agreement dated December 30, 1988, FSLIC, in its corporate capacity, became the owner and holder of the Note and Deed of Trust and

succeeded to all of the rights and power of New Sunbelt under the Note and Deed of Trust; and

WHEREAS, on August 9, 1989, under the terms of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989, the Federal Deposit Insurance Corporation (the "FDIC") became the owner and holder of the Note and Deed of Trust and succeeded to all of the rights and powers of the FSLIC, in its corporate capacity, under the Note and Deed of Trust; and

WHEREAS, the FDIC (the "Beneficiary") is the legal and equitable holder and owner of the Note and Deed of Trust; in which Trust Deed, the following described property was conveyed, to wit:

> SITUATED in the First (1st) Civil District, Nashville, Tennessee, and being Lot 1 as shown on the Plan of Bell Forge Commercial Park, Section Two, a plat of which is of record in Book 6200, page 76, Register's Office for Davidson County, Tennessee.
>
> BEING the same property conveyed to Bell Forge Shopping Center, LTD, by Special Warranty Deed dated July 20, 1984 executed by Bell Forge Association, of record in Book 6344, page 677, in the Register's Office for Davidson County, Tennessee; and
>
> BEING the same property conveyed to Bell Forge Associates, LTD., by Bell Forge Shopping Center, LTD., by Deed of record in Deed Book 6964, page 329, in the Register's Office for Davidson County, Tennessee.
>
> The street address of the above described property is believed to be Bell Road at Mt. View Road, Nashville, Tennessee, but such address is not part of the legal description of the property sold herein and in the event of any discrepancy, the legal description herein shall control.

WHEREAS, by an Appointment of Substitute Trustee, dated August 17, 1990, and of record in Book 8185, page 582, in the Register's Office for Davidson County, Tennessee, the said Gregory D. Shanks, who is the First Party herein was vested with title to the above described property as Trustee, and with all the authority vested in the original Trustee.

WHEREAS, the said Trust Deed of record in Trust Book 6344, page 697, in the Register's Office for Davidson County,

Tennessee, was made for the purpose of securing an indebtedness to Sunbelt Service Corporation; and which indebtedness was extended and modified by Extension and Modification Agreement, dated January 18, 1985, and recorded in Book 6478, page 867, in the Register's Office for Davidson County, Tennessee; and further extended and modified by Second Extension and Modification Agreement dated March 6, 1985, and recorded in Book 6579, page 444, in the Register's Office for Davidson County, Tennessee; and further extended and modified by Third Extension and Modification Agreement dated June 28, 1985, and recorded in Book 6609, page 129, in the Register's Office for Davidson County, Tennessee; and further modified by Modification to First Tennessee Deed of Trust, Assignment of Rents and Security Agreement, dated July 31, 1985, and recorded in Book 6618, page 974, in the Register's Office for Davidson County, Tennessee; and further modified by Modification and Increase Agreement dated February 6, 1986, and recorded in Book 6804, page 496, in the Register's Office for Davidson County, Tennessee; and amended by Amendment to Tennessee Deed of Trust, Assignment of Rents and Security Agreement dated March 12, 1987, and recorded in Book 7166, page 852, in the Register's Office for Davidson County, Tennessee; and subordinated to Deed of Trust and Security Agreement securing The Prudential Insurance Company of America by Subordination and Consent to Inferior Financing Agreement dated March 12, 1987, and recorded in Book 7166, page 837, in the Register's Office for Davidson County, Tennessee; and

WHEREAS, the Note and Deed of Trust were subsequently assigned to Old Sunbelt; and

WHEREAS, the Federal Home Loan Bank Board ("FHLBB") appointed the Federal Savings and Loan Insurance Corporation ("FSLIC") as Receiver for Old Sunbelt, by adoption of Resolution No. 88-788, dated August 19, 1988, whereby the FSLIC

as Receiver for Old Sunbelt became the owner and holder of the Note and Deed of Trust and succeeded to all of the rights and powers of Old Sunbelt under the Note and Deed of Trust; and

WHEREAS, pursuant to adoption of Resolution No. 88-802, dated August 19, 1988, Sunbelt Savings, F.S.B. ("New Sunbelt") acquired the assets and liabilities of FSLIC as Receiver for Old Sunbelt and became the owner and holder of the Note and Deed of Trust and Succeeded to all of the rights and powers of FSLIC as Receiver for Old Sunbelt under the Note and Deed of Trust; and

WHEREAS, pursuant to Purchase and Assignment Agreement dated December 30, 1988, FSLIC, in its corporate capacity, became the owner and holder of the Note and Deed of Trust and succeeded to all of the rights and power of New Sunbelt under the Note and Deed of Trust; and

WHEREAS, on August 9, 1989, under the terms of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989, the Federal Deposit Insurance Corporation (the "FDIC") became the owner and holder of the Note and Deed of Trust and succeeded to all of the rights and powers of the FSLIC, in its corporate capacity, under the Note and Deed of Trust; and

WHEREAS, the Federal Deposit Insurance Corporation is the legal and equitable holder and owner of the Note and Deed of Trust; and

WHEREAS, the provisions of said Trust Deed were not complied with, and thereupon, at the request of the Federal Deposit Insurance Corporation (the "Beneficiary"), First Party hereto did duly advertise said property for sale, as provided in said Trust Deed by publication for three (3) successive weeks in The Nashville Tennessean, a daily newspaper published in Nashville, Tennessee, giving the time, place and terms of said sale; and

WHEREAS, on the 27th day of September, 1990, at about eleven o'clock A. M. at the front door of the County Court

House in Nashville (Davidson County), Tennessee, (the time and place fixed in said Notice and publication), the property was offered for sale at public auction, for cash in hand and in bar of all homestead rights, the statutory right of redemption and the equity of redemption, as provided in said Trust Deed, and being cried for a reasonable time was finally struck off to Second Parties hereto at their bid of Three Million Three Hundred Sixty Six Thousand, One Hundred Twenty Four DOLLARS ($ 3,366,124.00), it being the highest and best bid, which sum was in hand paid, and applied by First Party to the expenses of this foreclosure and then to the indebtedness due the Federal Deposit Insurance Corporation, as directed and provided in said Trust Deed.

NOW THEREFORE, in consideration of the premises and for the sum so aforesaid bid and paid by Second Parties, First Party hereto does hereby bargain, sell, transfer and convey unto the said Second Parties, their heirs, successors and assigns, the parcel or lot of land hereinabove described, together with all improvements, hereditaments, buildings, easements and appurtenances thereon and thereunto belonging and appertaining, as an inheritance in fee and free from all homestead rights and equity of redemption in the makers of said Trust Deed, and all persons claiming by, through or under First Party.

First Party covenants that as Trustee, he is lawfully seized of said property and has good right to convey and will and does warrant unto Second Parties, their heirs, successors and assigns, the title to said property, as against all persons claiming by, through or under First Party as Trustee, but no further or otherwise. This conveyance is made, however, subject to any and all unpaid taxes or liens, both recorded and unrecorded, which Second Parties hereby assume; and is further

subject to Deed of Trust and Security Agreement from Bell Forge Associates, LTD, to J. Greer Cummings, Jr., Trustee, dated March 12, 1987, and recorded in Book 7166, page 776, in the Register's Office for Davidson County, Tennessee, securing The Prudential Insurance Company of America, which Second Parties hereby assume.

This conveyance is made subject to any present or future claims or action arising under the U. S. Bankruptcy Act or any State insolvency or creditor's law.

IN WITNESS WHEREOF, the said First Party has executed this instrument the day and year first above written.

Gregory D. Shanks
GREGORY D. SHANKS, SUBSTITUTE TRUSTEE

STATE OF TENNESSEE)
: ss.
COUNTY OF Davidson)

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, GREGORY D. SHANKS, SUBSTITUTE 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 and seal at office, in Davidson County, this 27 day of September, 1990.

Jane L. Morrison
NOTARY PUBLIC

My Commission Expires:
July 23, 1994

I hereby swear or affirm that the actual consideration or true value of the transfer, whichever is greater, is $3,366,124.00.
Affiant: Gregory Shanks.

Subscribed and sworn to before me this 27 day of September, 1990.

Notary Public Jane L. Morrison
My commission expires July 23, 1994

CDS/pb/112/a:9490.F/1-7

RECEIVED 27 OCT 90 08:45AM 111130.13

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 8204 PAGE 459

CO - CONVEYANCE
MO - MORTGAGE
WD - WARRANTY DEED
TD - TRUST DEED

CC - CERTIFIED COPY
REL - RELEASE
UCC - UNIFORM COMMERCIAL CODE

MISC - MISCELLANEOUS
CO TAX - STATE TAX CONVEY
MO TAX - STATE TAX MORT
PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL

CAMT
3366124.00
CON TX 11108.13
PRFEE 1.00
WDEED 21.00
~~TOTAL 11130.13~~
~~CHECK 11130.13~~

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

09/27/90 01 11:39 0001 2726

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No. 359325