This instrument prepared by:
William B. Drescher
FARRIS, WARFIELD & KANADAY
Seventeenth Floor
Third National Bank Building
Nashville, Tennessee 37219

10/10 0101 03CHECK 446.68

| Address New Owner(s) as Follows: | Send Tax Bills To: | Map and Parcel and Field Book Nos.: |
|---|---|---|
| Third National Bank in Nashville<br>201 Fourth Avenue North<br>Nashville, TN 37219 | Same | 149-1B-85 2D-76128<br>149-1B-84 2D-76127<br>149-1B-83 2D-76126<br>149-1B-81 2D-76124<br>149-1B-80 2D-76123<br>149-1B-56 2D-76100<br>149-1B-18 2D-76062<br>149-1B-17 2D-76061<br>149-1B-8 2D-76052<br>149-1B-6 2D-76050<br>149-1B-3 2D-76047<br>149-1B-2 2D-76046<br>149-1B-105 2D-76148<br>149-1B-104 2D-76147 |

# TRUSTEE'S DEED

This instrument made and entered into on this the 8th day of October, 1990, by William B. Drescher, Trustee (hereinafter referred to as "Trustee").

WHEREAS, by that certain Tennessee Deed of Trust, Assignment of Rents and Security Agreement dated the 11th day of June, 1985, of record in Book 6579, page 451, Register's Office for Davidson County, Tennessee, (the "Deed of Trust"), Wellington Enterprises, Ltd. conveyed to William B. Drescher, Trustee, the hereinafter described real estate, to secure payment to Third National Bank in Nashville of a certain Revolving Credit Note, dated June 11, 1985, in the original principal amount of Four Hundred Fifty Thousand and 00/100 Dollars ($450,000.00), which Note was amended from time to time (the Note and amendments thereto are hereinafter collectively referred to as the "Note"); and

WHEREAS, the Deed of Trust has been amended by that certain First Amendment to Promissory Note, Deed of Trust and Guaranty dated January 29, 1986, of record in Book 6772, page 981, Register's Office for Davidson County, Tennessee, that certain Second Amendment to Commitment Letter, Revolving Credit Note,

Tennessee Deed of Trust, Assignment of Rents and Security Agreement and Guaranty dated as of June 23, 1987, of record from Book 7280, page 128, Register's Office for Davidson County, Tennessee, that certain Third Amendment to Commitment Letter, Revolving Credit Note, Tennessee Deed of Trust, Assignment of Rents and Security Agreement and Guaranty dated as of June 22, 1988, of record in Book 7586, page 808, Register's Office for Davidson County, Tennessee, and that certain Fourth Amendment to Commitment Letter, Revolving Credit Note, Tennessee Deed of Trust, Assignment of Rents and Security Agreement and Guaranty dated as of December 22, 1988, of record in Book 7992, page 337, Register's Office for Davidson County, Tennessee (the Deed of Trust and all amendments thereto are hereinafter collectively referred to as the "Deed of Trust, as amended"); and

WHEREAS, the indebtedness secured by said Deed of Trust, as amended, 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, as amended, declared the Deed of Trust, as amended, and Note to be in default, and notice was given of such default to Wellington Enterprises, Ltd., Inc., successor to Wellington Enterprises, Ltd., but following such notice the default was not cured; and

WHEREAS, the lawful holder of the Note secured by the Deed of Trust, as amended, directed the Trustee to sell the property held as security under the Deed of Trust, as amended, as provided therein, and the Trustee caused notice to be published as provided in the Deed of Trust, as amended, and Note in The Nashville Record that the property would be sold at 11:00 o'clock a.m. on October 5, 1990, at the South door of the Courthouse in Davidson County, Tennessee, such advertisement appearing in said paper on September 13, September 20 and September 27, 1990, and sent a copy of such notice to Wellington Enterprises, Ltd., Inc., successor to Wellington

Enterprises, Ltd., and following such notice the default was not cured; and

WHEREAS, the 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 Third National Bank in Nashville, at the price of One Hundred Twenty-Nine Thousand Six Hundred Dollars ($129,600), this being the highest, last and best bid.

NOW, THEREFORE, I, William B. Drescher, Trustee as aforesaid, in consideration of the premises and the sum of One Hundred Twenty-Nine Thousand Six Hundred Dollars ($129,600), to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto Third National Bank in Nashville, its 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:

> Land in Davidson County, Tennessee being Lots Nos. 254-256, inclusive, 258, 259, 281, 319, 320, 329, 331, 334, 335 and Reserve Parcel A & B, on the plan of Piccadilly Square Phase III, of record in Book 6250, pages 892 through 894, Register's Office for Davidson County, Tennessee, to which plan reference is made for a more complete description.
>
> Being part of the same property conveyed to Wellington Enterprises, Ltd., a New York Corporation, by Deed from Randall Phillips Builders, Inc., a Tennessee Corporation, of record in Book 6074, page 955, Register's Office for Davidson County, Tennessee.

To have and to hold the aforesaid real estate, together with all improvements thereon, in bar of the equity of redemption and all rights of redemption, statutory or otherwise (including, without limitation, those rights of redemption contained in Tennessee Code Annotated Section 66-8-101, et seq.), homestead, dower, elective share, rights of appraisement or valuation, and all other rights and exemptions of every kind, as provided in, but only to the extent provided in, said Deed of Trust, as amended.

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

(1) Any and all unpaid ad valorem taxes.

(2) Title to that portion of the premises lying within the bounds of any roads, streets, highways, easements and rights-of-way.

(3) Such easements and restrictions as may be applicable, including, but not limited to:

(a) Storm Water Detention Agreement of record in Book 6782, page 518, Register's Office for Davidson County, Tennessee.

(b) Addition of an amenity easement to Lot No. 335, of record in book 7459, page 675, said Register's Office.

(c) Deed of Conveyance of sewer lines of record in Book 7748, page 432, and Book 7748, page 478, said Register's Office.

(d) Easement for the flow of any creeks.

(e) One-half acre reserved for a graveyard, together with right of ingress and egress thereto of record in Book 854, page 73, Register's Office for Davidson County, Tennessee.

(f) Agreement for dedication of sanitary sewers and/or storm drainage of record in Book 6251, page 616, and Book 6186, page 238, said Register's Office.

(g) The Plan of record in Book 6250, pages 892 - 894, as amended in Book 8001, page 278, said Register's Office, showing an Owner's Certificate, easements, setback lines and notes all as more particularly shown on said plan.

(h) Declaration of Covenants, Conditions and Restrictions as set out in Book 6236, page 684 (recorded as part of a collection of documents

recorded at Book 6236, page 683); as amended by instruments of record in Book 6295, page 506; Book 6295, page 520; Book 6295, page 534; Book 6300, page 409; Book 6306, page 833; Book 6496, page 100; Book 6496, page 107; Book 6496, page 114; Book 6518, page 184; and Book 6518, page 190, Register's Office for Davidson County, Tennessee.

(i) Articles of Incorporation of Piccadilly Square Homeowners Association as set out in Book 6236, page 703 (recorded as part of a collection of documents recorded at Book 6236, page 683); and amended by instruments of record in Book 6295, page 548; Book 6295, page 556; Book 6295, page 564; and Book 6300, page 423, Register's Office for Davidson County, Tennessee.

(j) By-Laws of Piccadilly Square Homeowners Association as set out in Book 6236, page 708 (recorded as part of a collection of documents recorded at Book 6236, page 683); and amended by instruments of record in Book 6295, page 572; Book 6295, page 580; Book 6295, page 588; and Book 6300, page 431, Register's Office for Davidson County, Tennessee.

(k) Information Brochure for Piccadilly Square Homeowners Association set out in Book 6236, page 726 (recorded as part of a collection of documents recorded at Book 6236, page 683); and amended by instruments of record in Book 6295, page 596; Book 6295, page 602; and Book 6300, page 439, Register's Office for Davidson County, Tennessee.

(l) Charter of Piccadilly Square Homeowners Association of record in Book 7288, page 963, said Register's Office.

(m) Declaration of Restrictive Covenants of record in Book 6355, page 322, said Register's Office.

(4) Any rights of redemption or otherwise held by any taxing authority.

(5) Rights or claims of parties in possession.

(6) Any and all other matters, including without limitation, liens, encumbrances, easements, restrictions, building lines, defects, adverse claims or other matters which take priority over the Deed of Trust, as amended, under which said foreclosure was held or which affect the property herein conveyed.

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

William B. Drescher Trustee
WILLIAM B. DRESCHER, Trustee

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

Before me, Denise M. Laumeyer, a Notary Public of the State and County aforesaid, personally appeared WILLIAM B. DRESCHER, 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 Trustee, and that he as such Trustee being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his name as Trustee.

Witness my hand and seal, at office in Nashville, this 8 day of October, 1990.

Denise M. Laumeyer
Notary Public

My commission expires: 3-27-93

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

The actual consideration or value whichever is greater, for this transfer is One Hundred Twenty-Nine Thousand Six Hundred Dollars ($129,600).

Affiant

Subscribed and sworn to before me this the 10 day of October, 1990.

Lisa Carol Muckle
Notary Public

My commission expires: 5-6-94

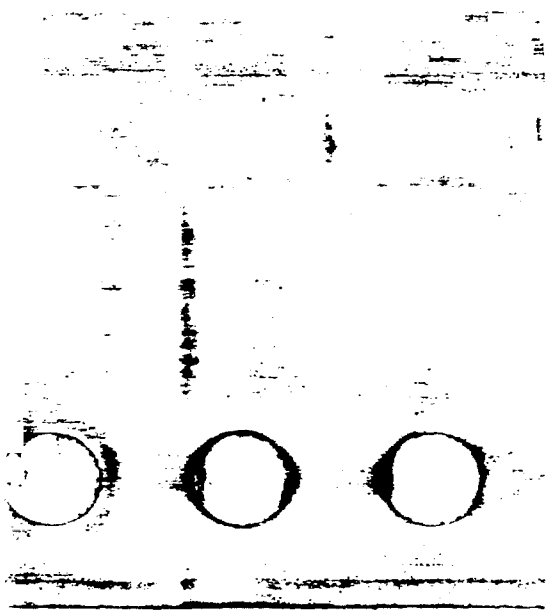
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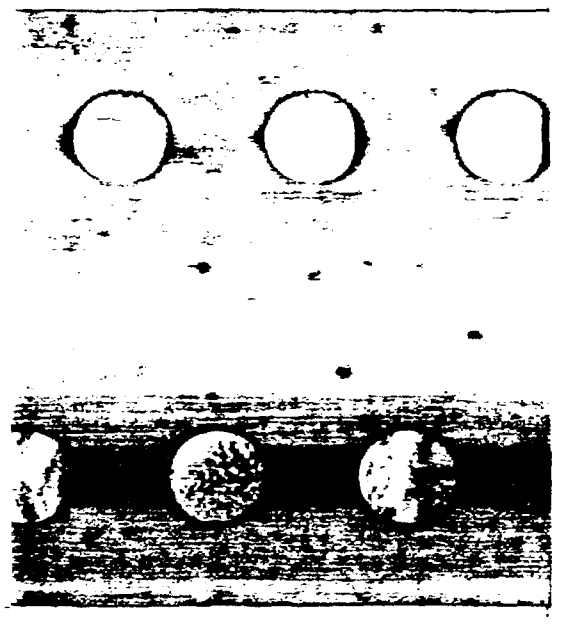
IDENTIF. TREFERENCE

OCT 10 3 42 PM '90

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN

0680w/10-08-90





**OFFICIAL RECEIPT**

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

RECEIVED OF _____

FOR _____

BOOK 8215 PAGE 101

| | | |
|---|---|---|
| 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 | |
| | | | | 129600.00 |
| | | | CON TX | 427.68 |
| | | | PRFEE | 1.00 |
| | | | WDEED | 18.00 |
| | | | TOTAL | 446.68 |
| | | | CHECK | 446.68 |
| 10/10/90 | 01 | | 15:43 0001 | 9192 |

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

6407.

IDENTIF. REFERENCE

OCT 10 3 42 PM '90

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN.

No. 363452