This instrument prepared by:
W. Fred Williams
FARRIS, WARFIELD & KANADAY
Seventeenth Floor
Third National Bank Building
Nashville, Tennessee 37219

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Address New Owner(s) as Follows:	Send Tax Bills To:	Map and Parcel No.:
Third National Bank in Nashville, Trustee Third National Financial Center 424 Church Street Nashville, Tennessee 37219 Attn: Corporate Trust Dept.	SAME	Map 34-10 Parcel 115 Field Book No. 10D 51821

SUCCESSOR TRUSTEE'S DEED

This instrument made and entered into on this the 6th day of November, 1990, by W. Fred Williams, Successor Trustee (the "Successor Trustee").

WHEREAS, by a Deed of Trust dated as of July 1, 1987, of record in Book 7310, page 812, Register's Office for Davidson County, Tennessee (the "Deed of Trust"), Nashville Resource Recovery, Ltd., a Tennessee limited partnership ("NRR"), conveyed to David J. White, Trustee, the Premises (as hereinafter defined) to secure the payment of a Promissory Note described in the Deed of Trust (the "Note"); and,

WHEREAS, TNB is the owner and the holder of the Note by virtue of an Assignment Agreement dated as of July 1, 1987 from The Industrial Development Board of the Metropolitan Government of Nashville and Davidson County (the "Issuer") to Third National Bank in Nashville, Trustee ("TNB"), of record in Book 7310, page 830, said Register's Office (the "Assignment"), and by virtue of filed financing statements showing the Issuer as Debtor, and TNB as Secured Party, of record in Book 7310, page 842, said Register's Office, and bearing File No. 455487 in the Office of the Secretary of State of Tennessee; and,

WHEREAS, pursuant to the Assignment, the Issuer granted, sold, conveyed, pledged, assigned and granted a security interest in and to TNB, its successors and assigns, with power of sale and lease, all of the estate, right, title, and

interest of the Issuer in, to and under certain property, rights and interests, including, but not limited to, the Note and Deed of Trust; and,

WHEREAS, the indebtedness secured by the 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 the Deed of Trust declared the Deed of Trust and Note to be in default; and

WHEREAS, the lawful holder of the Note, TNB, appointed W. Fred Williams to serve as Successor Trustee in place of David J. White in accordance with the terms of the Deed of Trust by an instrument of record in Book 8182, page 671, Register's Office for said County; and

WHEREAS, the lawful holder of the Note secured by the Deed of Trust directed the Successor Trustee to sell the Premises held as security under the Deed of Trust as provided therein, and the Successor Trustee caused notice to be published as provided in the Deed of Trust and Note in The Nashville Record stating that the Premise would be sold at 11:00 a.m. on Thursday, November 8, 1990, at the front (south) door of the Davidson County Courthouse in Nashville, Tennessee, such advertisement appearing in said paper on October 18, 1990, October 25, 1990, and November 1, 1990, and sent a copy of such notice to NRR, and following such notice the default was not cured; and

WHEREAS, the Successor Trustee at the time, place and date specified in said notices offered the Premises for sale, and after opening the floor for competitive bids, sold the Premises to Third National Bank in Nashville, Trustee, at the price of One Hundred and No/100 Dollars ($100.00), this being the highest, last and best bid.

NOW, THEREFORE, I, W. FRED WILLIAMS, SUCCESSOR TRUSTEE as aforesaid, in consideration of the premises and the sum of One Hundred and No/100 Dollars ($100.00), 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, Trustee, its successors and assigns, all of my right, title and interest in and to the following described Premises, but no further or otherwise, located in Davidson County, Tennessee, and more particularly described as follows, to wit:

> BEING a parcel of land in Madison, the Second Civil District, Tenth Councilmanic District, Davidson County, Tennessee, located on the northerly side of Edenwold Road, being Lot No. 1, shown on Section Two, Armstrong Rubber Company of record in Book 6050, page 330, Register's Office of Davidson County, Tennessee, and being more particularly described as follows:
>
> BEGINNING at a point in the northerly margin of Edenwold Road, said point being easterly 2,150 feet, more or less, from the easterly margin of Gallatin Pike;
>
> THENCE, leaving said northerly margin N 23 degrees 27' W, 297.36 feet to an iron pin set;
>
> THENCE, N 65 degrees 42' E, 242.09 feet to an iron pin set;
>
> THENCE, S 23 degrees 57' E, 372.52 feet to an iron pin set in the northerly margin of said Edenwold Road;
>
> THENCE, with said margin S 84 degrees 05' W, 19.95 feet to a point;
>
> THENCE, S 82 degrees 25' W, 200.00 feet to a point;
>
> THENCE, continuing with said margin with a curve to the right 35.69 feet to the point of beginning; said curve having a radius of 539.42 feet, a central angle of 03 degrees 47' 26", a tangent distance of 17.85 feet and a chord of S 84 degrees 18' 43" W, 35.68 feet.
>
> Containing 81,642 square feet or 1.87 acres.
>
> BEING the same property conveyed to Nashville Resource Recovery, Ltd. by deed of record in Book 7310, page 802, Register's Office of Davidson County, Tennessee.

To have and to hold the Premises, together with all improvements thereon, in bar of the right and equity of redemption, homestead, dower, statutory right of redemption, and all other rights and exemptions of every kind, as provided in, but only to the extent provided in, the Deed of Trust.

The Premises are being sold AS IS WHERE IS, without representations or warranties of any kind whatsoever, whether express or implied. Without limiting the foregoing, THE PREMISES ARE BEING SOLD WITHOUT ANY IMPLIED WARRANTIES OF MERCHANTIBILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

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

(1) State and County taxes for 1990, due.

(2) The terms and conditions of the Energy Sales Agreement dated April 3, 1987, by and between Enerco Systems, Inc., and the Armstrong Tire Company.

(3) Items shown on the Plan of record in Book 6050, page 330, said Register's Office.

(4) Any mechanics' and materialmen's liens, filed or unfiled, which take priority over the Deed of Trust upon which this foreclosure sale is had.

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

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

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

(8) Rights or claims of parties in possession.

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

(10) Any restrictions on the transferability of any of the personal property (such as licenses, franchises, permits and other items) described above.

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

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

W. Fred Williams
Successor Trustee

7416 11/15 0101 03CHECK 16.33

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Cathy H. Pruitt, a Notary Public of the State and County aforesaid, personally appeared W. Fred Williams, 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 Successor Trustee, and that he as such Successor Trustee being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his name as Successor Trustee.

Witness my hand and seal, at office in Nashville, this 7th day of November, 1990.

Cathy H. Pruitt
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 and No/100 Dollars ($100.00).

Affiant

Subscribed and sworn to before me this the 13th day of November, 1990.

Cathy H. Pruitt
Notary Public

My commission expires: 3/27/93

72633

IDENTIF. TREFERENCE

Nov 15 11 30 AM '90

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY TN.

3588E/11-08-90

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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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	100.00
CON TX	0.33
PRFEE	1.00
WDEED	15.00
TOTAL	16.33
CHECK	16.33

11/15/90 01 11:30 0001 7416

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

72633

IDENTIF. REFERENCE

Nov 15 11 30 AM '90

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY TN.

No. 373434