Prepared from Information furnished by the Parties by:
SMITH & SELLERS, Attorneys at Law, Murfreesboro, Tennessee

TAX IDENTIFICATION: Field Book No. 7DA-90612, Map & Par. 116-3E-7(ps)

SEND TAX BILLS TO

Owner

NAME AND ADDRESS OF NEW OWNER

Cavalry Banking Federal Savings
and Loan Association
114 West College Street
Murfreesboro, TN 37130

STATE OF TENNESSEE)
ss.
DAVIDSON COUNTY)

BOOK 8271 PAGE 905

WHEREAS, default having been made in the payment of the indebtedness described in and secured by that certain Deed of Trust executed by Woodlawn Mansion, Ltd. to Cavalry Enterprises, Inc., Trustee, recorded in Book 7472, page 444, of the Register's Office of Davidson County, Tennessee, embracing real estate hereinafter described, and the entire amount of said indebtedness having been declared to be immediately due and payable and same not having been paid; and

WHEREAS, the undersigned, being directed so to do by the holder of said debt, advertised said property for sale for a period to twenty-one days by publication duly and regularly made in a newspaper published in Nashville, Davidson County, Tennessee, and proceeded at the time and place and upon the terms set forth in said advertisement, that is, at 2:00 p.m., on the 8th day of January, 1991, at the front door of the courthouse in Nashville, Tennessee, to offer the hereinafter described property for sale to the highest and best bidder for cash, and free from all right of equity of redemption, homestead, dower and all other exemptions and marital rights, whereupon CAVALRY BANKING FEDERAL SAVINGS AND LOAN ASSOCIATION became the highest, best and last bidder thereon at the bid and sum of $621,908.51, and was thereupon declared to be the purchaser of said property at said amount.

NOW, THEREFORE, in consideration of the premises and of the said sum of $621,908.51, cash in hand paid, which has applied on said debt and the expense of said sale, the undersigned, CAVALRY ENTERPRISES, INC., Trustee, has bargained and sold and does hereby transfer and convey unto CAVALRY BANKING FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, its successors and assigns, forever, that certain parcel of real estate

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P. O. Box 1159
Murfreesboro, TN 37133-1159

situated in Davidson County, Tennessee, and being described as follows, to-wit:

BEING Lot No. 1 on the Plan of Nichols Court; as of record in Book 5200, page 457, of the Register's Office of Davidson County, Tennessee, described as follows:

BEGINNING at a point in the westerly margin of Woodmont Boulevard, the common corner of Lots Nos. 140 and 141; thence South 50° 01' 11" West, 200 feet to an iron pin in the easterly margin of property of the Presbyterian Apartments Inc.; thence with said line of the Presbyterian Apartments, Inc., South 5° 41' 56" East, 55.70 feet to an iron pin; thence South 36° 42' 52" East, 118.35 feet to an iron pin; thence South 79° 09' 24" East, 56.96 feet to a point; thence eastwardly along a curve to the left having a radius of 66.25 feet a length of 47.41 feet to an iron pin; thence North 52° 22' 46" East, 30.55 feet to an iron pin; thence North 49° 20' 30" East, 72.83 feet to an iron pin; thence North 37° 05' 18" East, 33.85 feet to an iron pin; thence North 5° 24' 30" East, 31.73 feet to an iron pin in the westerly margin of Woodmont Boulevard; thence with said margin of said Boulevard, North 39° 52' 48" West, 196.80 feet to the beginning.

Being a portion of the property conveyed to Woodlawn Mansion, Ltd., a Tennessee Limited Partnership, by deed from Dorothy Moore of record in Book 5927, page 71, of the Register's Office of Davidson County, Tennessee.

This is improved property having an address of 127 Woodmont Boulevard, Nashville, Tennessee, 37205.

TOGETHER with all the estate, right, title, interest, claim and demand whatsoever of Grantors of, in and to said real estate and every part and parcel thereof;

TOGETHER with all buildings, structures an other improvements now or hereafter located on the said real estate or any part of parcel thereof;

TOGETHER with all right, title and interest of Grantors in and to the minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on said real estate or under or above the same, or any part or parcel thereof;

TOGETHER with all and singular the tenements, hereditaments, easements, privileges and appurtenances thereunto belonging or in anywise appertaining, including any after-acquired property similar to that herein conveyed which may be subsequently acquired by the Grantors and used by them in connection with the above-described real estate, and including without limitation, all right, title and interest of Grantors in and to any and all streets, roads and rights of way, open or proposed, public or private, adjoining or crossing said above-described real estate;

TOGETHER with all machinery, apparatus, building materials, equipment, fixtures, fittings, furnishing and appliances of every kind and nature owned by Grantors and now or hereafter located in, upon, on or used or usable in connection with any present or future operation thereof, whether actually or constructively attached to said above-described real estate, and including all trade, domestic and ornamental fixtures and articles of personal property of every kind and nature whatsoever, including but without limiting the generality of the foregoing: venetian blinds, floor coverings, draperies, hot water heaters, stoves, ranges, refrigerators, plumbing appliances, dishwashing machines, washing

machines, light fixtures, lighting equipment, heating, ventilating, fire control, freezing, laundry, incinerating, power and air conditioning units or appliances, awnings, screens, storm doors and windows, wall beds, attached cabinets, engines, pipes, pumps, tanks, motors, conduits, switchboards, lifting, cleaning and communications apparatus, sewage treatment plants, facilities and apparatus, vacuum cleaning systems, elevators, escalators, partitions, ducts and compressors, furniture and furnishings, parking lot lighting fixtures and such other goods, chattels, personal property, fixtures and equipment as are usually found on real estate of the character hereby conveyed, together with all additions thereto, replacements thereof, substitutions therefor, and proceeds from a permitted sale thereof, all of which property shall to the extent permitted by applicable law be considered as annexed to or forming a part of said above-described real estate and forming a portion of the security for the indebtedness secured by this Deed of Trust;

TOGETHER with all right, title and interest of Grantors, from time to time, in and to any and all leases, contracts, franchises and licenses covering the above-described real estate, now belonging or hereafter acquired or added thereto;

TOGETHER with all rents, issues, and profits which shall hereafter be realized, become due, or be paid in connection with the operation and use of said above-described real estate, reserving only the right of Grantors to collect and utilize said rents, issues and profits (unless Grantors have specifically assigned said rents by separate instrument, in which case such instrument shall govern the assignment of such rents), so long as there is no default under this Deed of Trust, the Note (as hereinafter defined) or any other instrument executed in connection with the loan secured hereby.

All other tangible personal property owned by Debtor now or at any time hereafter located on or at the real estate described herein or used in connection therewith, including, but not limited to goods, machinery, tools, insurance proceeds and refunds of insurance premiums, equipment (including fire sprinklers and alarm systems, air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, window or structural cleaning rigs, maintenance, exclusion of vermin or insects, removal of dust, refuse or garbage and all other equipment of every kind), lobby and all other indoor and outdoor furniture (including tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), wall safes, furniture, furnishings, appliances (including ice boxes, refrigerators, fans, heaters, stoves, water heaters, and incinerators), rugs, carpets and other floor coverings, draperies and drapery rods and brackets, awnings, window shades, venetian blinds, curtains, lamps, chandeliers and other lighting fixtures and maintenance and other supplies.

TO HAVE AND TO HOLD said real estate, together with all of the appurtenances, estate and title thereunto belonging unto the said grantee, its successors and assigns, forever, together with the benefit of all of the covenants and warranties as contained in the aforesaid deed of trust; but the undersigned conveys as Trustee only, and is not bound personally upon any of the covenants or warranties.

Said sale was made for the purpose of satisfying said indebtedness, and was made subject to any and all unpaid taxes.

IN WITNESS WHEREOF, this instrument is executed this the 8th day of January, 1991.

CAVALRY ENTERPRISES, INC.
Trustee

By: Ronald F. Knight
President

STATE OF TENNESSEE)
)
COUNTY OF RUTHERFORD)

BOOK 8271 PAGE 908

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, RONALD F. KNIGHT, 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 President of CAVALRY ENTERPRISES, INC., the bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing (TRUSTEE'S DEED) instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

WITNESS MY HAND and official seal at office in Murfreesboro, Tennessee, this the 8th day of January, 1991.

Patsy F. Smith
Notary Public

My commission expires: 11-18-94

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $ 621908.51, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

SWORN to and subscribed before me this the 8th day of January, 1991.

Patsy F. Smith
Notary Public

My commission expires: 11-18-94

8454 0

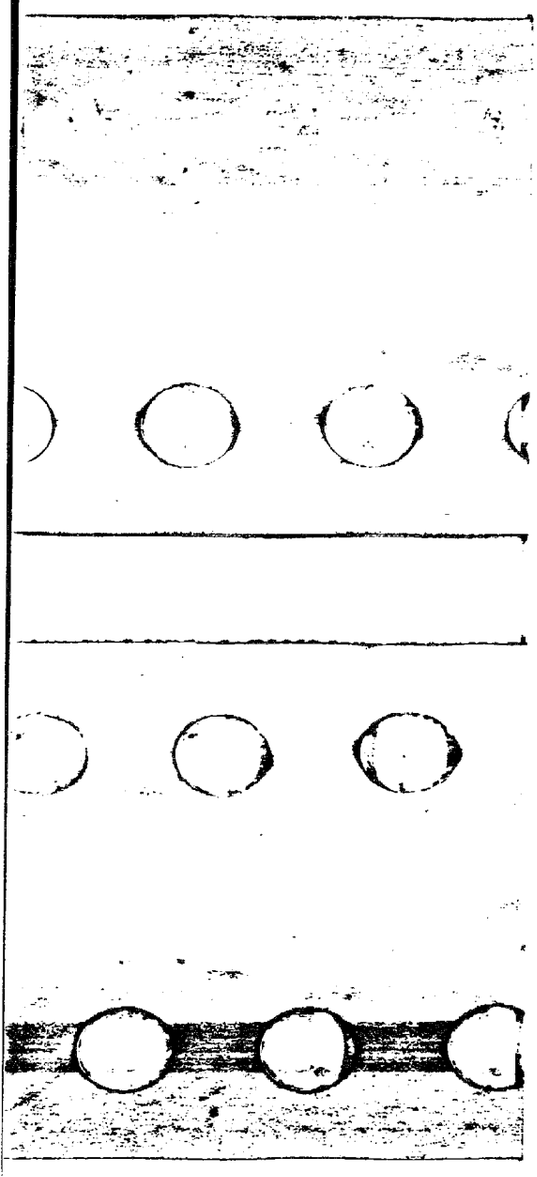
IDENTIF. TREFERENCE

JAN 8 2 12 PM '91

FELIX Z. [illegible]
DAVIDSON COUNTY TN.

3701 01/08 0101 03CHECK 2065-27

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



RECEIVED OF _____

FOR _____

BOOK 8271 PAGE 909

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 621908.51
MOR TX 2052.27
ERR CO
MOR TX 2052.27-
CON TX 2052.27
PRFEE 1.00
RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK 12.00
TOTAL 2065.27
CHECK 2065.27

01/08/91 01 14:12 0001 3701

84540

IDENTIF. TREFERENCE

JAN 8 2 12 PM '91

FELIX Z. WILSON II, REGISTER
DAVIDSON COUNTY TN.

No. 387598