This instrument prepared by:
Warren H. Wild, Jr.
FARRIS, WARFIELD & KANADAY
Seventeenth Floor
Third National Bank Building
Nashville, Tennessee 37219

RECEIVED
JAN 29 1991

BOOK 8287 PAGE 263

Address New Owner(s) as Follows:	Send Tax Bills To:	Map and Parcel No.:
Fleet Natoinal Bank 1333 Main Street, Suite 700 Columbia, SC 292	SAME	161-0-259

SUCCESSOR TRUSTEE'S DEED
AND BILL OF SALE

This instrument is made and entered into on this the 21st day of January, 1991, by Warren H. Wild, Jr., Successor Trustee (hereinafter referred to as "Successor Trustee").

WHEREAS, by a Deed of Trust and Security Agreement dated September 20, 1989, of record in Book 7942 page 800, Register's Office for Davidson County, Tennessee (the "Deed of Trust"), Edmonson Crossing Joint Venture, a Tennessee Joint Venture ("Joint Venture"), conveyed to H. Jack Upchurch and Joseph P. Pearson, Trustees, the hereinafter described real property ("Real Property") and certain Fixtures, Personalty and Deed of Trust Property (as such terms are defined in the Deed of Trust) (collectively, the "Property"), to secure payment to Fleet National Bank ("Fleet") of a Promissory Note ("Note") in the original principal amount of $6,425,000.00; 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 and Note to be in default; and

WHEREAS, the lawful holder of the Note, Fleet, appointed Warren H. Wild, Jr., to serve as Successor Trustee in place of H. Jack Upchurch and Joseph P. Pearson, Trustees, in accordance with the terms of said Deed of Trust by an instrument of record in Book 8235, page 610, 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 Property held as security under the Deed of Trust as provided therein and pursuant to T.C.A. Section 47-9-501(4), and the Successor Trustee caused notice to be published as provided in the Deed of Trust and Note in The Nashville Record that the Property would be sold at 11:00 a.m. on January 21, 1991, at the front (south) door of the Davidson County Courthouse in Nashville, Tennessee, such advertisement appearing in said paper on December 27, 1990, January 3, 1991, and January 10, 1991, and sent a copy of such notice to Edmonson Crossing Joint Venture, 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 Property for sale, and after opening the floor for competitive bids, sold said Property to Fleet National Bank, a national banking association, at the price of Two Million One Hundred Fifty Thousand Dollars ($2,150,000), this being the highest, last and best bid.

NOW, THEREFORE, I, WARREN H. WILD, JR., SUCCESSOR TRUSTEE as aforesaid, in consideration of the premises and the sum of Two Million One Hundred Fifty Thousand Dollars ($2,150,000), to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto Fleet National Bank, a national banking association, its successors and assigns, all of my right, title and interest in and to the following described Property, but no further or otherwise, located in Davidson County, Tennessee, and more particularly described as follows, to wit:

> Property located in the 32nd Councilmanic District of Nashville, Davidson County, Tennessee and being more particularly described according to a survey by Wamble & Associates dated August 28, 1989 as follows:
>
> Beginning at an iron pin set at the intersection of the Southern right-of-way (50-feet) of Old Hickory Boulevard (State Route 254) and the Western right-of-way (50-feet) of Edmondson Pike; thence, following said Western right-of-way South 06 degrees 39 minutes 25 seconds East

23.36 feet to an iron pin set; thence, with a curve to the right having a central angle of 11 degrees 02 minutes 29 seconds, a radius of 1407.40, a tangent of 136.03, an arc length of 271.22 and a chord bearing and length of South 01 degrees 08 minutes 10 seconds East 270.80 feet to an existing iron pin; thence South 04 degrees 23 minutes 05 seconds West 263.86 feet to an existing iron pin, said pin being the Northeast corner of property conveyed to Russel O. Kennedy, et. ux., as of record in Deed Book 4533, page 453, R.O.D.C., Tennessee; thence, leaving said Western right-of-way and following the Northern line of said Kennedy property North 85 degrees 29 minutes 46 seconds West 404.93 feet to an existing iron pin in a creek; thence, North 88 degrees 10 minutes 45 seconds West 389.85 feet to an existing iron pin; said pin being the Northwest corner of aforementioned Kennedy property, said pin also being on the Eastern line of property conveyed to Walter Williams, et. ux., as of record in Deed Book 5828, page 730, R.O.D.C., Tennessee; thence, leaving Kennedy's Northern line and following Williams' said Eastern line North 08 degrees 57 minutes 14 seconds East 301.26 feet to an existing iron pin; thence, North 09 degrees 31 minutes 23 seconds East 378.10 feet to an existing iron pin; thence, North 09 degrees 41 minutes 16 seconds East 203.56 feet to an existing iron pin on the Southern right-of-way of Old Hickory Blvd.; thence, leaving Williams' Eastern line and following said Southern right-of-way with a curve to the right having a central angle of 02 degrees 46 minutes 36 seconds, a radius of 695.00 feet, a tangent of 16.84 feet, an arc length of 33.68 feet and a chord bearing and length of South 38 degrees 09 minutes 36 seconds East 33.68 feet to an existing iron pin; thence, South 36 degrees 53 minutes 48 seconds East 110.12 feet to an existing iron pin; thence, with a curve to the left having a central angle of 42 degrees 08 minutes 44 seconds, a radius of 523.22 feet, a tangent of 201.61 feet, an arc length of 384.87 feet and a chord bearing and length of South 57 degrees 56 minutes 29 seconds East 376.25 feet to an iron pin set; thence, South 78 degrees 59 minutes 10 seconds East 180.63 feet to an iron pin set; thence, South 83 degrees 05 minutes 59 seconds East 79.21 feet to the Point of Beginning; said description having been obtained from a survey by Wamble & Associates, 783 Old Hickory Boulevard, Brentwood, Tennessee 37064, License No. 1136.

Being the same property conveyed to Edmonson Crossing Joint Venture, a Tennessee partnership, by deed from A&M Records, Inc., a California corporation, of record in Book 7942, page 793, said Register's Office.

Together with any and all Buildings, Fixtures and Deed of Trust Property (as such terms are defined in the Deed of Trust) located thereon or pertaining, attached or affixed thereto, if any.

Together with all materials, furniture, furnishings, equipment, machinery and all other tangible personal property now or hereafter owned by Joint Venture and located in, upon or about the Real Property and all buildings improvements, alterations or appurtenances now standing or at any time hereafter constructed upon or constituting any part of the Real Property or used or intended to be used in any way in connection with the construction, use, operation or occupancy of the Real Property (excluding any toxic waste or substances deemed hazardous waste under federal, state or local laws), together with all accessions, replacements and substitutions thereto or therefor and the proceeds thereof (except for motor vehicles) and all General Intangibles, Contract Rights and Account (as defined in the applicable Uniform Commercial Code) pertaining in any way to the Real Property and any such tangible personal property including any franchises, permits or licenses for the use, operation or occupancy of the Real Property and any books and records relating to such use, operation or occupancy and all money, instruments and other property of the Joint Venture from time to time in the possession of Fleet or otherwise.

This is unimproved property located at the Southwest corner of the intersection of Old Hickory Boulevard and Edmondson Pike in Davidson County, Tennessee.

To have and to hold the aforesaid real estate, together with all improvements thereon, free from any equity of redemption, statutory right of redemption, spouse's elective share, homestead, dower, curtesy and all other exemptions as provided in, but only to the extent provided in, said Deed of Trust.

The property described above is being sold AS IS WHERE IS, without representations or warranties of any kind whatsoever, whether express or implied, including representations and warranties of title. Without limiting the foregoing, THE PROPERTY IS BEING SOLD WITHOUT ANY IMPLIED WARRANTIES OF MERCHANTIBILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

Said sale is subject, to the extent applicable on the date hereof, to the following:

(1) Any and all unpaid real estate or personalty taxes.

(2) The pendency of three condemnation actions filed in the Circuit Court of Davidson County, Tennessee described as follows:

(a) Fleet National Bank v. State of Tennessee, et al., No. 90C-3491;

(b) State of Tennessee v. Edmonson Crossing Joint Venture, et al., No. 90C-3779; and

(c) State of Tennessee v. Edmonson Crossing Joint Venture, et al., No. 90C-3780.

(3) Such plats, easements and restrictions as may be applicable, including the following:

(a) Plan of record in Book 7900, page 62, said Register's Office.

(b) Easements contained in the deeds of record in Book 7913, pages 755 and 758, said Register's Office.

(c) Easements in favor of the Metropolitan Government as set forth in instruments of record in Book 6416, page 937, Book 7170, page 798, Book 6870, page 683, and Book 6369, page 86, said Register's Office.

(d) Easement of record in Book 5861, page 922, said Register's Office.

(4) Rights or claims of tenants under leases, if any.

(5) Any and all other matters, including without limitation, liens, easements, restrictions, claims, defects, encumbrances, adverse claims and other matters, if any, which take priority over the Deed of Trust under which said foreclosure was held.

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

Warren H. Wild, Jr., Successor Trustee
Warren H. Wild, Jr.
Successor Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, [illegible], a Notary Public of the State and County aforesaid, personally appeared Warren H. Wild, Jr., 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 24th day of January, 1991.

[illegible]
Notary Public

My commission expires: June 23, 1993

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND)

The actual consideration or value whichever is greater, for this transfer is Two Million One Hundred Fifty Thousand Dollars Dollars ($ 2,150,000.00.

FLEET NATIONAL BANK

R Willis Yarberry
Affiant

R. Willis Yarberry
Asst. Vice President

Subscribed and sworn to before me this the 28th day of January, 1991.

Janet H. Yarborough
Notary Public

My commission expires: 01-16-94

90584

IDENTIF. REFERENCE

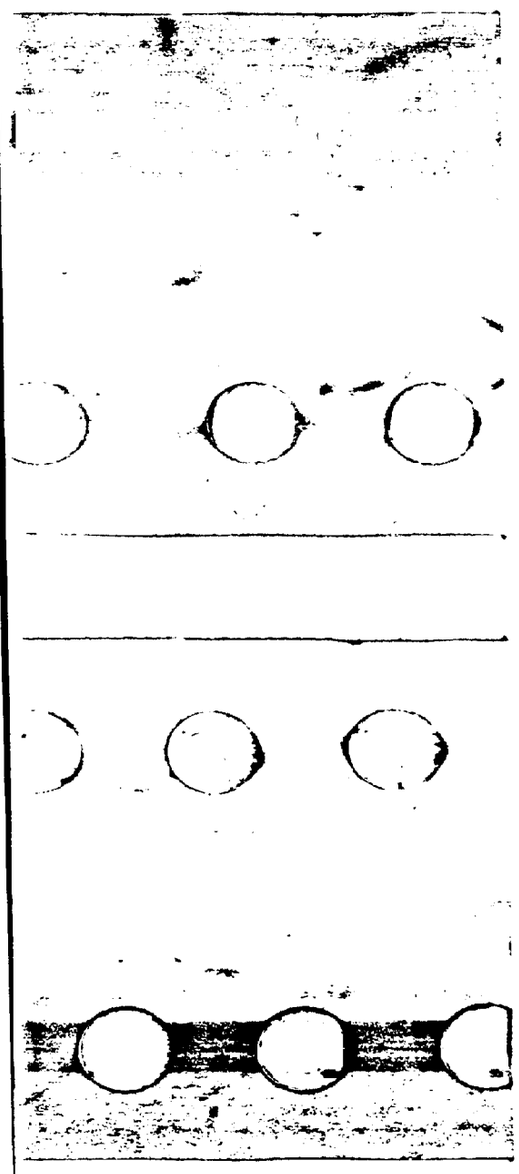
FEB 4 3 02 PM '91

4169 02/04 0101 03CHECK 7114.00

0910w/01-21-91

OFFICIAL RECEIPT

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



RECEIVED OF _____

FOR _____

BOOK 8287 PAGE 269

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 2150000.00
CON TX 7095.00
PRFEE 1.00
WDEED 18.00
TOTAL 7114.00
CHECK 7114.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK 02-04-91 01 15:00 0001 4169

90584

IDENTIF. REFERENCE

FEB 4 3 02 PM '91

FELIX Z. WILSON, II
DAVIDSON COUNTY TN.

No. 394519