THIS INSTRUMENT PREPARED BY:
George R. Fusner, Jr.
White & Reasor
3305 West End Avenue
Nashville, TN 37203

Address New Owners:	Send Tax Bills To:	Map/Parcel No.
Security Federal Savings and Loan Association of Nashville 616 Marriott Drive Nashville, Tennessee 37230	-SAME-	118-8-178

TRUSTEE'S DEED

WHEREAS, WESLEY R. THOMPSON and wife, ALEASE C. THOMPSON, by Deed of Trust dated June 5, 1986, transferred and conveyed unto Union Title Company, Inc., Trustee, the property hereinafter described, said Deed of Trust being of record in Book 6878, page 608, Register's Office for Davidson County, Tennessee; and

WHEREAS, the indebtedness secured by said Deed of Trust has become overdue and unpaid, and the holder of said indebtedness has accelerated the unpaid principal balance and has called upon the undersigned, as Trustee, to foreclose the said Deed of Trust; and

WHEREAS, the undersigned, after due advertisement as required by law, as set forth in that Trustee's Sale and Foreclosure Notice, a copy of which is attached hereto as Exhibit "B", and as required by the terms of the Deed of Trust offered said property for sale at the South door of the Courthouse in Davidson County, Tennessee, pursuant to the terms of said Deed of Trust at Nashville, Tennessee on February 5, 1991, when and where Security Federal Savings and Loan Association of Nashville became the last and highest bidder at the price of Three Hundred Eighty Thousand and No/100 ($380,000.00) Dollars, said bid being subject to all items set forth on Exhibit "C" attached hereto and incorporated herein by reference.

NOW, THEREFORE, I, Union Title Company, Inc., Trustee, in consideration of the premises and the sum of Three Hundred Eighty Thousand and No/100 ($380,000.00) Dollars, cash to me in hand paid, the receipt of which is hereby acknowledged, by these presents do hereby transfer and convey unto Security Federal Savings and Loan Association of Nashville, its heirs, successors, and assigns, the land sold as aforesaid, being in

Davidson County, Tennessee, and more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD said land and premises, together with all the appurtenances and privileges thereto appertaining to Security Federal Savings and Loan Association of Nashville, its heirs, successors, and assigns, in as full and complete manner as the undersigned, in its capacity as Trustee, has the power to convey the same.

THE UNDERSIGNED, Union Title Company, Inc., Trustee, as trustee only, warrants the title to said property to Security Federal Savings and Loan Association of Nashville, its heirs, successors, and assigns, against the lawful claims of all persons claiming by, through, or under it.

IN WITNESS WHEREOF, the undersigned, Union Title Company, Inc., Trustee, has set its hand on this the 5th day of February, 1991.

UNION TITLE COMPANY, INC.,
Trustee

BY: Hugh J. Bradley

TITLE: Vice President

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, George R. Fusner, Jr., a Notary Public of the State and County aforesaid, Hugh J. Bradley, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Vice President of UNION TITLE COMPANY, INC., and is authorized by UNION TITLE COMPANY, INC. to execute this instrument on behalf of UNION TITLE COMPANY, INC.

Witness my hand, at office, this 5th day of February, 1991.

Notary Public
My commission expires: 2-25-93

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 380,000.00

Hugh J. Bradley
AFFIANT

SUBSCRIBED and sworn to before me, this 5th day of February, 1991.

Notary Public
My Commission Expires: 2-25-93

EXHIBIT "A"

PROPERTY DESCRIPTION

A tract of land in the First, formerly the Sixth, Civil District of Davidson County, Tennessee,

Being Lot One on the Plan of Thompson and Rings Subdivision as of record in Book 5190, page 319, said Register's Office, and being bounded on the east by Winford Avenue and on the west by Eugenia Avenue, and being more fully described as follows:

BEGINNING at a concrete monument on the westerly right-of-way line of Winford Avenue, 400 feet, more or less, north of Cruzen Street, said monument also being the northeast corner of Lot 205, Thompson and Rings Subdivision as of record in Book 332, page 29, said Register's Office, and proceeding as follows:

N 89 deg. 00' 00" W 150.00 feet; thence N 1 deg. 00' 00" E 50.00 feet; thence N 89 deg. 00' 00" W. 15.00 feet; thence, S 1 deg. 00' 00" W 50.00 feet; thence N 89 deg. 00' 00" W 164.78 feet to a concrete monument on the easterly right-of-way of Eugenia Avenue; thence, Northwestwardly with a 746.08 foot radius curve to the left 113.66 feet to an iron pin; thence, N 70 deg. 47' 45" E 118.03 feet; thence S 89 deg. 00' 00" E 250.00 feet to an iron pin on the westerly right-of-way line of Winford Avenue; thence, with said line S 1 deg. 00' 00" W 150.00 feet to the point of beginning and containing 1.131 acres.

Being the same property conveyed to Wesley R. Thompson and wife, Alease C. Thompson, by deed from Jack Link and David Bailey of record in Book 6329, page 511, Register's Office, Davidson County, Tennessee.

EXHIBIT "B"

TRUSTEE'S SALE AND FORECLOSURE NOTICE

Default having been made in the terms, conditions, provisions, and payments provided for in a certain Deed of Trust dated June 5, 1986, to secure an indebtedness as described therein, executed by Wesley R. Thompson and wife, Alease C. Thompson, to Union Title Company, Inc., Trustee, and recorded in Book 6878, page 608, Register's Office for Davidson County, Tennessee, and all of the secured indebtedness having become due and payable as provided in said Deed of Trust at the option of the lawful owner and holder of the same; I, Union Title Company, Inc., Trustee, 616 Marriott Drive, Nashville, Tennessee, acting upon the demand of Security Federal Savings and Loan Association of Nashville, the lawful owner and holder of said indebtedness, to foreclose said Deed of Trust by virtue of the power and authority vested in me as such Trustee, will, on

FEBRUARY 5, 1991

at 11:15 o'clock a.m. at the South (Main) Door of the courthouse in Nashville, Davidson County, Tennessee, sell at public outcry to the highest bidder for cash (or credit upon the indebtedness secured if the lawful owner and holder thereof is the successful purchaser) free from the equity of redemption, statutory right of redemption, homestead, dower, curtesy, and all other rights and exemptions of every kind, which have been expressly waived in said Deed of Trust, the following described real property in Davidson County, Tennessee:

> A tract of land in the First, formerly the Sixth, Civil District of Davidson County, Tennessee,
>
> Being Lot One on the Plan of Thompson and Rings Subdivision as of record in Book 5190, page 319, said Register's Office, and being bounded on the east by Winford Avenue and on the west by Eugenia Avenue, and being more fully described as follows:
>
> BEGINNING at a concrete monument on the westerly right-of-way line of Winford Avenue, 400 feet, more or less, north of Cruzen Street, said monument also being the northeast corner of Lot 205, Thompson and Rings Subdivision as of record in Book 332, page 29, said Register's Office, and proceeding as follows:
>
> N 89 deg. 00' 00" W 150.00 feet; thence N 1 deg. 00' 00" E 50.00 feet; thence N 89 deg. 00' 00" W. 15.00 feet; thence, S 1 deg. 00' 00" W 50.00 feet; thence N 89 deg. 00' 00" W 164.78 feet to a

concrete monument on the easterly right-of-way of Eugenia Avenue; thence, Northwestwardly with a 746.08 foot radius curve to the left 113.66 feet to an iron pin; thence, N 70 deg. 47' 45" E 118.03 feet; thence S 89 deg. 00' 00" E 250.00 feet to an iron pin on the westerly right-of-way line of Winford Avenue; thence, with said line S 1 deg. 00' 00" W 150.00 feet to the point of beginning and containing 1.131 acres.

Being the same property conveyed to Wesley R. Thompson and wife, Alease C. Thompson, by deed from Jack Link and David Bailey of record in Book 6329, page 511, Register's Office, Davidson County, Tennessee.

This property has a street address of 2601 Winford Avenue, Nashville, Davidson County, Tennessee 37211.

Said sale is subject to the following:

1. 1990 Metropolitan Government of Nashville and Davidson County real property taxes, a lien, presently due and payable;

2. Encroachments, overlaps, boundary line disputes and any other matters which would be disclosed by an accurate survey or inspection of the premises;

3. Easements or claims of easements not shown by public records;

4. Any and all unpaid taxes and special assessments;

5. Any and all restrictions, easements, set-back lines, deeds of trust, or other prior encumbrances of record, including rights of redemption of any governmental agency, state or federal;

6. Any zoning ordinance of the Metropolitan Government of Nashville and Davidson County, Tennessee;

7. Title to that portion of the premises embraced within the bounds of any public roads or highways;

8. No warranty, express or implied, is made by the Trustee or the holder of the indebtedness as to the condition of the property or the improvements located thereon;

9. Those items shown on the recorded Plat of record in Book 5190, page 319, Register's Office for Davidson County, Tennessee; and

10. Sanitary and/or storm drainage easement of record in Book 4586, page 499, Register's Office for Davidson County, Tennessee.

NOTICE OF SALE PURSUANT TO UNIFORM COMMERCIAL CODE:

To the extent the foregoing Deed of Trust and Security Agreement constitutes a security agreement in personal property of Borrower or any successors in interest located upon or within the aforesaid real estate, such personal property shall be sold at public sale, together with the real estate hereinabove described in accordance with the rights and remedies of Lender in

respect to said real estate, as provided for in Tenn. Code Ann. Section 47-9-501(4). To the extent required, this Notice constitutes a notice pursuant to Article 9 of the Uniform Commercial Code as in effect in the State of Tennessee.

The Trustee, at his sole discretion, may at the time and place appointed above for the sale in order to accomplish the most advantageous sale and consequent discharge of his trust obligation under the circumstances, reserve the right to do any or all of the following:

1. By oral announcement, Trustee may elect to adjourn the sale to another time during regular business hours on a different day, but at the same place, so long as no potential purchaser is thereby precluded from placing a bid;

2. By oral announcement, Trustee may elect to delay the sale for a reasonable time during regular business hours, on the same day, to be continued at the same place at the announced time, in order to enable any bona fide bidder to determine and submit a bid, so long as no potential purchaser is thereby precluded from placing a bid; and/or

3. By oral announcement, Trustee may elect to sell the property in such lots, parcels, segments, or separate estates as may accomplish the most advantageous sale and consequent discharge of his or her trust obligation under the circumstances, and to this end Trustee may sell the property first in whole and then in part, and ultimately consummate the sale in whichever manner produces the most advantageous result.

THIS the 4th day of January, 1991.

UNION TITLE COMPANY, INC., TRUSTEE

Insertion Dates:
January 10, 17, and 24, 1991.

ATTORNEY FOR TRUSTEE:

George R. Fusner, Jr.
White & Reasor
3305 West End Avenue
Nashville, Tennessee 37203
(615) 383-3345

EXHIBIT "C"

ENCUMBRANCES

1. 1990 Metropolitan Government of Nashville and Davidson County real property taxes, a lien, presently due and payable;

2. Encroachments, overlaps, boundary line disputes and any other matters which would be disclosed by an accurate survey or inspection of the premises;

3. Easements or claims of easements not shown by public records;

4. Any and all unpaid taxes and special assessments;

5. Any and all restrictions, easements, set-back lines, deeds of trust, or other prior encumbrances of record, including rights of redemption of any governmental agency, state or federal;

6. Any zoning ordinance of the Metropolitan Government of Nashville and Davidson County, Tennessee;

7. Title to that portion of the premises embraced within the bounds of any public roads or highways;

8. No warranty, express or implied, is made by the Trustee or the holder of the indebtedness as to the condition of the property or the improvements located thereon;

9. Those items shown on the recorded Plat of record in Book 5190, page 319, Register's Office for Davidson County, Tennessee; and

10. Sanitary and/or storm drainage easement of record in Book 4586, page 499, Register's Office for Davidson County, Tennessee.

4399 02/05 0101 03CHECK 1276.00

90789

IDENTIF. TREFERENCE

FEB 5 1 24 PM '91

FELIX Z. [illegible]
DAVIDSON COUNTY TN.

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 8287 PAGE 783

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 380000.00
CON TX 1254.00
PRFEE 1.00
WDEED 21.00
TOTAL 1276.00
CHECK 1276.00

02/05/91 01 13:23 0001 4399

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

90789

IDENTIF. REFERENCE

FEB 5 1 24 PM '91

FELIX Z. WILSON
DAVIDSON COUNTY TN.

No. 394744