Address New Owner(s):	Send Tax Bills To:	Map-parcel
Dayse Lucille Overstreet 1703-A Bonner Avenue Nashville, TN 37215	owner at same address	118-11-80

WHEREAS, by Deed of Trust dated July 1, 1986, of record in Book 6933, page 985, Register's Office for Davidson County, Tennessee, Myron W. Smith, a resident of the State of Georgia and for commercial purposes, conveyed the property herein described to Marbut G. Gaston, TRUSTEE, to secure payment of a business indebtedness therein mentioned and described; and,

WHEREAS, default was made in the payment of said indebtedness secured by said Deed of Trust and in the performance of the other covenants and agreements contained in said note and Deed of Trust. Bruce A. O'Neill and Frank Carano, the lawful owners and holders of said indebtedness, having given notices to this effect and opportunity to cure default to the said Myron W. Smith at his place of residence at 816 Lake Drive, Lithonia, Georgia, on several occasions including, but not limited to, July 10, 1990, November 1, 1990 and November 14, 1990. And, now, said owners and holders of said indebtedness having declared all the unpaid installments, principal, interest due thereon, and costs now due and then payable, and have called upon the undersigned TRUSTEE to exercise the power of sale conferred upon the undersigned TRUSTEE by and in said Deed of Trust, and to sell the hereinafter described property; and,

WHEREAS, pursuant to the terms and conditions of said Deed of Trust, I, MARBUT G. GASTON, TRUSTEE, did:

1. Pursuant to paragraphs 18 and 19 of said Deed of Trust, caused to be mailed on December 13, 1990, a Notice of Default and Final Opportunity To Cure Default and Reinstate, certified mail return receipt requested via the U. S. Postal Service, to said Myron W. Smith at his place of residence at 816 Lake Drive, Lithonia, Georgia 33058, (which was acknowledged received on December 27, 1990) and to the property address at 2828 Columbine Place, Nashville, Tennessee 37204, (which was returned "un-delivered"). Said notice identified the (1) default, (2) action required to cure the default, (3) date by which the default must be cured which was at least 30-days after the date of the notice, (4) the failure to cure the default would result in acceleration of all sums due thereunder, and (5) specific notice to borrower's rights to reinstate as contained in said Deed of Trust. No reinstatement was made, and, in fact, borrower specifically made notice of his inability to reinstate and/or to cure the default. And,

2. Pursuant to said terms and conditions of said Deed of Trust, on February 4, 1991, did give notice as required by law and said Deed of Trust of the time and place of sale by publication in The Nashville Record, a newspaper of general circulation published in Davidson County, Tennessee. Said Notice of Sale was published for three consecutive weeks, one insertion of said advertisement appearing in each of the issues of said newspaper on February 7, 1991, February 14, 1991, and February 21, 1991, respectfully, giving notice of a sale of the property to be held on February 28, 1991, at 11:00 o'clock A.M. Said Notice of Sale was also mailed, first class mail U. S. Postal Service, to said borrower on February 4, 1991, at his place of residence at 816 Lake Drive, Lithonia, Georgia 33058.

WHEREAS, pursuant to said notice, I, MARBUT G. GASTON, TRUSTEE, did offer said property for sale at public outcry to the highest and best bidder for cash and in bar of the right of equity of redemption, statutory right of redemption and homestead, on Thrusday, February 28, 1991, at 11:00 o'clock A.M., at the front door of the Courthouse in Nashville, Davidson County, Tennessee; WHEN AND WHERE, Dayse Lucile Overstreet, being the highest, best, and last bidder became the purchaser.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, the sum of Ten Dollars cash in hand paid the receipt of which is hereby acknowledged, and other good and valuable considerations, the receipt and sufficiency of all which is hereby acknowledged, **I, MARBUT G. GASTON, TRUSTEE, the GRANTOR,** do hereby sell, transfer and convey unto **DAYSE LUCILE OVERSTREET, the GRANTEE,** her heirs and assigns, in

bar of equities of redemption, statutory redemption, and homestead, the following described real estate in Davidson County, Tennessee, to wit:

Being Lot No. 2 of Block "E" on the Map of Berry Hills Garden Subdivision, as of record in Book 1130, page 36, Register's Office Davidson County, Tennessee, to which plan reference is hereby made and the same incorporated herein for a complete description of said property.

Being all the same property conveyed to Marbut G. Gaston, Trustee by Deed of Trust of record at Book 6933, page 985 said Register's Office.

This is IMproved property known as: 2828 Columbine Place
Nashville, Tn 37204

TO HAVE AND TO HOLD the same unto the said GRANTEE, her heirs and assigns forever. I, MARBUT G. GASTON, TRUSTEE, do covenant that I have full power and lawful authority to sell and convey the said real estate as herein set out; that the Deed of Trust governing my power and authority recited that the title thereto was clear, free, and unencumbered as of its date except as stated therein; and, I will forever warrant the same against the lawful claims of any and all persons holding by, throught, or under me, but I make these covenants and warranties as TRUSTEE but not otherwise; and said property was sold and is hereby conveyed subject to:

1. Any and all unpaid taxes and assessments; 2. Restrictions, easements, setback lines and other limitations as may affect the property, for which the Trustee believes but does not warranty, only to be of record at Book 1165, page 627 and Book 1130, page 36, said Register's Office; 3. Such state of facts as an accurate survey of the premises would disclose; 4. Any portion of the premises embraced within the bounds of any roads, highways, or streets and/or any creeks, streams or rivers and the right of flow of the same.

IN WITNESS WHEREOF, I, MARBUT G. GASTON, TRUSTEE, in my capacity as Trustee but not otherwise, do hereunto set my hand this 28th day of February, 1991.

Marbut G. Gaston, Trustee

Marbut G. Gaston, Trustee

STATE OF TENNESSEE: COUNTY OF DAVIDSON:

Before me, the undersigned authority, a Notary Public in and for said County and State, did personally appear Marbut G. Gaston, TRUSTEE, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained. IN WITNESS whereof, I have set my hand and official seal at Nashville, Tennessee this 28th day of February, 1991.

my comm. expires: 3-3-92

Notary Public

STATE OF TENNESSEE: COUNTY OF DAVIDSON:

The acutal value or consideration, whichever is greater, for this transaction is $70,000.00.

Dayse Lucile Overstreet

Dayse Lucile Overstreet

Sworn to and subscribed before me this 28th day of February, 1991.

my comm. expires: 3-3-92

Notary Public

This instrument prepared by:
Marbut Glenn Gaston, Jr., Attorney at Law
2211 Crestmoor Rd., Nashville, TN 37215

95960

IDENTIF. TREFERENCE

FEB 28 3 50 PM '91

FELIX Z. [illegible]
DAVIDSON COUNTY

0493 02/28 01:09 CHECK 238.00

FILED-UP

MARBUT GLENN GASTON, JR.
NOTARY PUBLIC AT LARGE

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 8301 PAGE 30

CO - CONVEYANCE
MO - MORTGAGE
WD - WARRANTY DEED
TD - TRUST DEED

CC - CERTIFIED COPY
REL - RELEASE
UCC - UNIFORM COMMERCIAL CODE

MISC - MISCELLANEOUS
CO TAX - STATE TAX CONVEY
MO TAX - STATE TAX MORT
PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL
				CAMT 70000.00
				CON TX 231.00
				PRFEE 1.00
				WDEED 6.00
				TOTAL 238.00
				CHECK 238.00
			02/28/91 01	15:52 0001 0493

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

9 5 9 6 U

IDENTIF. REFERENCE

Feb 28 3 55 PM '91

No. 400727