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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<br>616 Marriott Drive<br>Nashville, TN 37230 | -SAME- | 161-05-0A-040 |

SUCCESSOR TRUSTEE'S DEED

WHEREAS, N. Eddie Montgomery and wife, Susan B. Montgomery, by Deed of Trust dated March 14, 1986, transferred and conveyed unto Everett A. Covington, Jr., Trustee, the property hereinafter described in Exhibit "A", said Deed of Trust being of record in Book 6808, page 457, Register's Office for Davidson County, Tennessee; and

WHEREAS, Union Title Company, Inc. was appointed Successor Trustee by instrument of record in Book 8309, page 558, 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 Successor Trustee, to foreclose the said Deed of Trust; and

WHEREAS, the undersigned, after due advertisement as required by law, as set forth in that Successor 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 April 23, 1991, when and where Security Federal Savings and Loan Association of Nashville, became the last and highest bidder at the price of Thirty Five Thousand and No/100 ($35,000.00) 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., Successor Trustee, in consideration of the premises and the sum of Thirty Five Thousand and No/100 ($35,000.00) 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 Successor Trustee, has the power to convey the same.

THE UNDERSIGNED, Union Title Company, Inc., Successor Trustee, as successor 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., Successor Trustee, has set its hand on this the 23rd day of April, 1991.

UNION TITLE COMPANY, INC.,
Successor 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 23rd day of April, 1991.

Notary Public
My commission expires: 2-15-93

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $35,000.00.

Hugh J. Bradley
AFFIANT

SUBSCRIBED and sworn to before me, this 23rd day of April, 1991.

Notary Public
My Commission Expires: 2-15-93

EXHIBIT "A" BOOK 8336 PAGE 816

PROPERTY DESCRIPTION

Unit No. B-22, as shown on Exhibit A-2 of the Master Deed establishing Ashlawn Place Condominiums, of record in Book 6607, page 596, Register's Office for Davidson County, Tennessee, together with an individual percentage interest in the common elements appurtenant to said unit, as set forth in said Master Deed.

Being the same property conveyed to Security Federal Savings and Loan Association of Nashville by Deed of record in Book 7784, page 428, and Book 8057, page 554, Register's Office for Davidson County, Tennessee.

This deed is for the purposes of correcting technical defects in a Corrected Trustee's Deed from Union Title Company, Inc., Substitute Trustee, of record in Book 8057, page 554, Register's Office for Davidson County, Tennessee.

EXHIBIT "B" BOOK 8336 PAGE 817

SUCCESSOR TRUSTEE'S SALE AND
FORECLOSURE NOTICE

Default having been made in the terms, conditions, provisions, and payments provided for in certain Deeds of Trust of record in Book 6808, page 214; Book 6808, page 223; Book 6808, page 232; Book 6808, page 304; Book 6808, page 313; Book 6808, page 322; Book 6808, page 331; Book 6808, page 241; Book 6808, page 358; Book 6808, page 367; Book 6808, page 250; Book 6808, page 259; Book 6808, page 385; Book 6808, page 412; Book 6808, page 421; Book 6808, page 457; Book 6808, page 475; and Book 6808, page 295; each to secure an indebtedness as described therein, executed by N. Eddie Montgomery and wife, Susan B. Montgomery, to Everett A. Covington, Jr., Trustee, and recorded in the Register's Office for Davidson County, Tennessee, the undersigned, Union Title Company, Inc., having been appointed Successor Trustee by an instrument of record in Book 8309, page 558, said Register's Office, and all of the secured indebtedness having become due and payable as provided in the Deeds of Trust at the option of the lawful owner and holder of the same and whereas, N. Eddie Montgomery was placed in bankruptcy under Case No. 388-03712 in the United States Bankruptcy Court for the Middle District of Tennessee, and an Agreed Order of Abandonment and Relief from Stay having been entered on November 21, 1988, permitted a foreclosure; I, Union Title Company, Inc., Successor Trustee, a Tennessee corporation whose address is 616 Marriott Drive, Nashville, Davidson County, Tennessee, 37230, acting upon the demand of Security Federal Savings and Loan Association of Nashville, the lawful owner and holder of said indebtedness, to foreclose said Deeds of Trust by virtue of the power and authority vested in me as such Successor Trustee, will, on

APRIL 23, 1991

beginning at 11:15 o'clock a.m. at the Main (South) Door of the Courthouse in Nashville, Davidson County, Tennessee, sell at public outcry to the highest bidder for cash, free from the equity of redemption, statutory right of redemption, homestead, dower, and all other exemptions of every kind, which have been

expressly waived in said Deeds of Trust, the following described real property in Davidson County, Tennessee:

> Unit Nos. A-1, A-4, A-6, A-8, A-11, A-13, A-14, A-15, B-4, B-5, B-7, B-8, B-9, B-14, B-15, B-22, B-24 and B-25, as shown on Exhibit A-2 of the Master Deed establishing Ashlawn Place Condominiums, of record in Book 6607, page 596, Register's Office for Davidson County, Tennessee, together with an individual percentage interest in the common elements appurtenant to each said unit, as set forth in said Master Deed, to which reference is made for a more complete and accurate description.
>
> Being part of the same property conveyed to N. Eddie Montgomery, married, by deed from Caldwell-Montgomery Properties, a partnership, of record in Book 6803, page 615, Register's Office for Davidson County, Tennessee.

These eighteen (18) condominium units have the following addresses:

5370 Edmondson Pike, Unit A-1
5370 Edmondson Pike, Unit A-4
5370 Edmondson Pike, Unit A-6
5370 Edmondson Pike, Unit A-8
5370 Edmondson Pike, Unit A-11
5370 Edmondson Pike, Unit A-13
5370 Edmondson Pike, Unit A-14
5370 Edmondson Pike, Unit A-15
5370 Edmondson Pike, Unit B-4
5370 Edmondson Pike, Unit B-5
5370 Edmondson Pike, Unit B-7
5370 Edmondson Pike, Unit B-8
5370 Edmondson Pike, Unit B-9
5370 Edmondson Pike, Unit B-14
5370 Edmondson Pike, Unit B-15
5370 Edmondson Pike, Unit B-22
5370 Edmondson Pike, Unit B-24
5370 Edmondson Pike, Unit B-25

all in Nashville, Davidson County, Tennessee.

Said sale is subject to the following:

1. 1991 Davidson County real property taxes, a lien, but not 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 including an easement to the Metropolitan Government of Nashville, Davidson County, Tennessee, of record in Book 6416, page 871, Register's Office for Davidson County, Tennessee.

6. Deed of Conveyance to Metropolitan Government of Nashville and Davidson County, Tennessee, for Water and Sewer System, as recorded in Book 4786, page 520;

7. Any zoning ordinance of Davidson County, Tennessee;

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

9. 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;

10. The premises herein are condominium apartments established pursuant to the provisions of the Tennessee Horizontal Property Act as the same is set out in Section 66-27-101, et seq., as amended of the Tennessee Code Annotated, and is subject to the provisions and requirements thereof; also subject to easements, rights, and interest in favor of other unit owners and all sewer, water, electrical, telephone, and other utility easements now or hereafter established over, through, or upon the land embracing the regime and buildings thereon; and also including without limitations all conditions, reservations, covenants, restrictions, options, burdens, assessments and other undertakings contained in the Master Deed establishing a Horizontal Property Regime known as Ashlawn Place Condominium, of record in Book 6607, page 596, as amended in Book 7168, page 550, and is further subject to the Bylaws, liens, and obligations of Ashlawn Place Association, Inc., of record in Book 6607, page 182, and in Book 6769, page 527, said Register's Office.

THE TRUSTEE SHALL SELL THE ABOVE DESCRIBED PROPERTY BY UNIT IN THE ORDER DESCRIBED ABOVE.

Trustee, at his or her sole discretion, may at the time and place appointed above for this sale in order to accomplish the most advantageous sale and consequent discharge of his or her trust obligation under the circumstances, reserves 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 _____ day of March, 1991.

UNION TITLE COMPANY, INC.,
Successor Trustee

Insertion Dates:
March 28, 1991, April 4, 1991, and April 11, 1991.

ATTORNEYS FOR SUCCESSOR TRUSTEE:

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

7746 04/24 0101 03CHECK 24.00

09132

IDENTIF. TREFERENCE

APR 24 10 46 AM '91

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY TN.

EXHIBIT "C"

ENCUMBRANCES

1. 1991 Davidson County real property taxes, a lien, but not 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 including an easement to the Metropolitan Government of Nashville, Davidson County, Tennessee, of record in Book 6416, page 871, Register's Office for Davidson County, Tennessee.

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9. 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;

10. The premises herein are condominium apartments established pursuant to the provisions of the Tennessee Horizontal Property Act as the same is set out in Section 66-27-101, et seq., as amended of the Tennessee Code Annotated, and is subject to the provisions and requirements thereof; also subject to easements, rights, and interest in favor of other unit owners and all sewer, water, electrical, telephone, and other utility easements now or hereafter established over, through, or upon the land embracing the regime and buildings thereon; and also including without limitations all conditions, reservations, covenants, restrictions, options, burdens, assessments and other undertakings contained in the Master Deed establishing a Horizontal Property Regime known as Ashlawn Place Condominium, of record in Book 6607, page 596, as amended in Book 7168, page 550, and is further subject to the Bylaws, liens, and obligations of Ashlawn Place Association, Inc., of record in Book 6607, page 182, and in Book 6769, page 527, said Register's Office.

11. Any encumbrances or liens created by the Grantee.