This instrument prepared by:
FARRIS, WARFIELD & KANADAY
Seventeenth Floor
Third National Bank Building
Nashville, Tennessee 37219

BOOK 8340 PAGE 619

Address New Owner(s) as Follows:	Send Tax Bills To:	Map and Parcel No.:
		135-0-375
Third National Bank of Nashville 201 Fourth Avenue N. Nashville, TN 37219	Same	Field Book No.: 2DX-00375

SUCCESSOR TRUSTEE'S DEED
AND BILL OF SALE

This instrument is made and entered into on this the 29th day of April, 1991 by JULIAN L. BIBB, Successor Trustee (hereinafter referred to as "Successor Trustee").

WHEREAS, by Deed of Trust dated as of December 1, 1985, of record in Book 6749, page 700, Register's Office for Davidson County, Tennessee, as amended by First Amendment to Deed of Trust, Assignment of Leases, Security Agreement and Other Bond Documents dated as of April 1, 1990, of record in Book 8209, page 951, said Register's Office (the "Deed of Trust"), Pinnacle Point Partners, Ltd., a Tennessee limited partnership ("Pinnacle Point") conveyed to A. Stuart Campbell, Trustee, the hereinafter described real and personal Property (as hereinafter defined and collectively referred to herein as "Property") to secure payment to The Industrial Development Board of the Metropolitan Government of Nashville and Davidson County (the "Issuer") of certain indebtedness described in the Deed of Trust (the "Indebtedness"); and

WHEREAS, pursuant to that certain Assignment dated as of December 1, 1985 executed by the Issuer in favor of Third National Bank in Nashville (the "Bank"), of record in Book 6749, page 767, said Register's Office, Issuer assigned all of its rights, title and interest in and to the Deed of Trust and the instruments evidencing the Indebtedness to the Bank;

WHEREAS, the Indebtedness became overdue and unpaid, and other conditions of default occurred, by reason of which the lawful owner and holder of the Indebtedness secured by the Deed of Trust, declared the Deed of Trust to be in default; and

WHEREAS, the lawful holder of the Indebtedness appointed Julian L. Bibb to serve as Successor Trustee in place of A. Stuart Campbell in accordance with the terms of the Deed of Trust by an instrument of record in Book 8320, page 67, said Register's Office; and

WHEREAS, the lawful holder of the Indebtedness directed the Successor Trustee to sell the Property held as security under the Deed of Trust as provided therein, and the Successor Trustee caused notice to be published in the The Nashville Record that the Property would be sold at 11:30 a.m. on April 29, 1991, at the south door of the Davidson County Courthouse in Nashville, Tennessee, such advertisement appearing in said paper on April 4, 1991, April 11, 1991, and April 18, 1991; 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 the Property to Third National Bank in Nashville, at the price of $5,844,120, this being the highest, last and best bid.

NOW, THEREFORE, I, Julian L. Bibb, Successor Trustee as aforesaid, in consideration of the premises and the sum of $5,844,120, to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto Third National Bank in Nashville, its successors and assigns (the "Grantee") all of my right, title and interest in and to the following described Property, together with any and all buildings, additions, improvements and appurtenances now or hereafter located thereon or therein, and all building material, building equipment and fixtures of every kind and nature whatsoever on such property or in any building or structure standing on such property, and the reversion or reversions, remainder or remainders, in and to said property and together with the entire respective interest of Pinnacle Point in and to, all and singular, the tenements, hereditaments, servitudes, rights, privileges, easements, and

rights of way appertaining thereto, including, without limitation, the entire right, title and interest of Pinnacle Point into and under any streets, ways, alleys or strips of land adjoining such property, and all claims or demands whatsoever of Pinnacle Point in and to such property, either in law or in equity, but no further or otherwise, located in Davidson County, Tennessee, and more particularly described as follows, to wit:

A tract of land in the Second Civil District, Metropolitan Nashville, Davidson County, Tennessee, being Lot No. 1 on the Final Plat of Pinnacle Point Commercial Tract, of record in Book 6250, page 733, Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

Beginning at a concrete monument in the northeast corner of the herein described tract, said monument being in the southerly right-of-way of Murfreesboro Road (State Route 70 S) having a right-of-way width of 100 feet and proceeding as follows:

1. With the right-of-way of Murfreesboro Road, S 34° 19' 00" E, a distance of 118.00 feet to an iron pin, said iron pin being the radius turn-out point in the northwest intersection of Murfreesboro Road and Una-Antioch Pike; thence,

2. With a radius turn-out curve to the right having a radius of 72.65 feet a distance of 86.22 feet to an iron pin in the westerly right-of-way of Una-Antioch Pike; said curve having a chord bearing of S 0° 19' 00" E, and a chord distance of 81.25 feet; thence,

3. With the westerly right-of-way of Una-Antioch Pike and with a curve to the left having a radius of 326.84 feet a distance of 226.48 feet to an iron pin; said curve having a chord bearing of S 13° 49' 56" W, a chord distance of 221.97 feet; thence,

4. Continuing with the westerly right-of-way of Una-Antioch Pike and with a curve to the right having a radius of 367.42 feet, a distance of 103.55 feet to an iron pin; said curve having a chord bearing of S 2° 03' 18" W, a chord distance of 103.21 feet; thence,

5. Continuing with the westerly right-of-way of Una-Antioch Pike, S 10° 07' 44" W, a distance of 6.88 feet to an iron pin; thence,

6. Continuing with the westerly right-of-way of Una-Antioch Pike, S 79° 52' 16" E, a

distance of 15.00 feet to an iron pin; thence,

7. Continuing with the westerly right-of-way of Una-Antioch Pike, S 10° 07' 44" W, a distance of 388.00 feet to an iron pin; thence

8. Leaving the right of way of Una-Antioch Pike, N 79° 52' 16" W, a distance of 325.00 feet to an iron pin; thence,

9. N 15° 04' 26" W, a distance of 662.19 feet to a concrete monument; thence,

10. N 70° 17' 44" E, a distance of 570.00 feet to the point of beginning and containing 364,135 square feet, more or less, or 8.36 acres, more or less.

Being the same property conveyed to Pinnacle Point Partners, Ltd., a Tennessee limited partnership, by quitclaim deed from CRC Equities, Inc., a Tennessee corporation, of record in Book 6749, page 694, Register's Office for Davidson County, Tennessee, (the "Real Property").

Together with (a) All fixtures (and all property attached thereto) which are owned by Pinnacle Point and are attached to, contained in, comprising a part of, or used in connection with the improvements located on the Real Property, including without limitation all doors, conveyors, heating, air conditioning and ventilating systems, boilers, electric and gas fixtures, elevators, heating and plumbing fixtures, water heaters, carpeting and any other type of floor coverings, and all other fixtures of every kind and nature now owned by Pinnacle Point and located in, on, or about, the improvements located on the Real Property, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions or proceeds from a sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Real Property;

(b) All machinery, equipment, furnishings, and other personal property which is located in or used in connection with the operation of the improvements located on the Real Property;

(c) All accounts, whether construction, trust trust, escrow, or otherwise, demand deposit, savings, or other accounts, including or in addition to certificates of deposit and other banking instruments evidencing deposits, provided that the moneys so deposited or accounts consist of proceeds of Indebtedness; and

(d) All products and proceeds, including insurance proceeds, of any or all of the foregoing (the "Personal Property").

This is improved property. The street address of the Real Property is Pinnacle Point Shopping Center, corner of the Una-Antioch Pike and Murfreesboro Road, Nashville, Tennessee.

To have and to hold the Real Property, together with the Personal Property, free of all equities of redemption, statutory rights of redemption including but not limited to the right of redemption provided by Tennessee Code Annotated Section 66-8-101, et seq., homestead, dower and other rights or exemptions of every kind as provided in, but only to the extent provided in, said Deed of Trust.

The Property is being sold AS IS WHERE IS, without representations or warranties of any kind whatsoever, whether express or implied. 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 certain easements, restrictions, liens, taxes, etc., including, but not limited to the following to the extent applicable on the date hereof:

(1) Any and all unpaid real and personalty taxes, plus penalty and interest, if any. **Such taxes will not be pro-rated. Grantee assumes full liability for such taxes.**

(2) Any mechanics' and materialmen's liens, filed or unfiled, which take priority over the Deed of Trust upon which this foreclosure sale is had.

(3) Title to that portion of the premises lying within the bounds of any roads, streets, or highways.

(4) Such prior easements, building lines, recorded plans and restrictions as may be applicable.

(5) Any rights of redemption or otherwise held by the Internal Revenue Service or the State of Tennessee.

(6) Rights or claims of parties in possession.

(7) Encroachments, overlaps, boundary line disputes or other matters which would be shown by an accurate survey or inspection of the premises.

(8) Any and all deeds of trust and/or fixture filings which take priority over the Deed of Trust upon which this foreclosure sale is had.

(9) Any restrictions on the transferability of any of the Personal Property (such as licenses, franchises, permits and other items) described above.

(10) 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 the foreclosure was held.

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

Julian L. Bibb Successor Trustee

JULIAN L. BIBB, SUCCESSOR TRUSTEE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Kay Sandusky, a Notary Public of the State and County aforesaid, personally appeared Julian L. Bibb, 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, Tennessee, this 26th day of April, 1991.

Kay Sandusky
Notary Public

My commission expires: 11/10/91

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is $5,844,120.

Cynthia N. Sellers
Affiant

Subscribed and sworn to before me this the 29th day of April, 1991.

Kay Sandusky
Notary Public

My commission expires: 11/10/91

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

10456

IDENTIF. REFERENCE

APR 30 10 36 AM '91

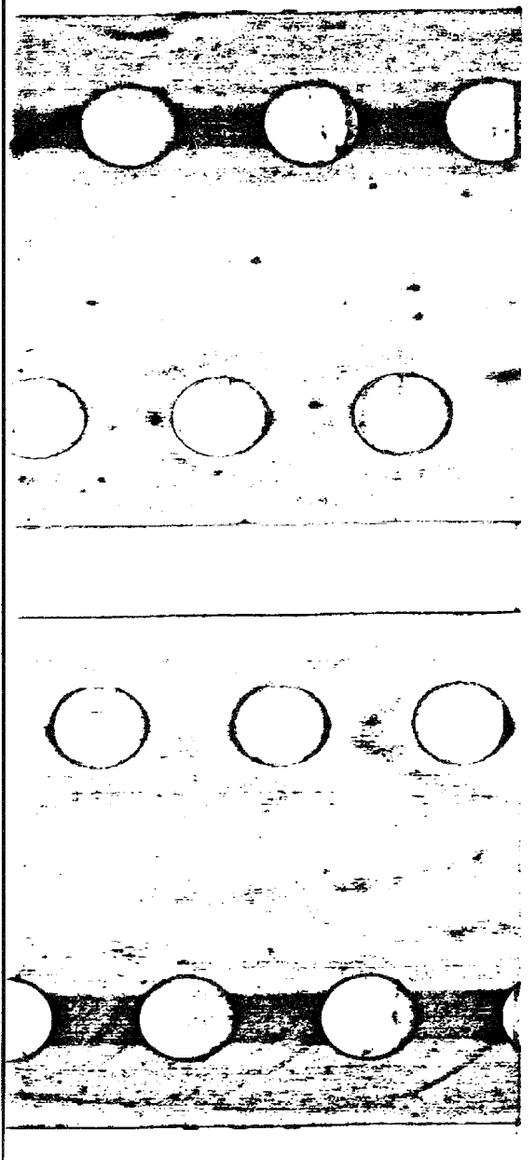
FELIX DAVIDSON COUNTY TN.

9307 94/30 0101 03CHECK 19307.33

6130Z/4-28-91

OFFICIAL RECEIPT

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



RECEIVED OF _____

FOR _____

BOOK 8340 PAGE 617

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	
	5844120.00
CON TX	19285.33
PRFEE	1.00
MISC	21.00
TOTAL	19307.33
CHECK	19307.33

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

04/30/91 01 10:35 0001 9307

10456

IDENTIF. REFERENCE

APR 30 10 36 AM '91

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY TN.

No. 417294