BOOK 8369 PAGE 634

This Instrument Prepared By:
THE LAW OFFICE OF RICHARD MANSON
1314 5th Avenue North
Suite 300, Germantown Center
Nashville, Tennessee 37208
(615) 254-1600

Address of New Owner:	Send Tax Bills To:	Map and Parcel No:
Windsor Federal Savings Association P. O. Box 5310 6th & Congress Austin, Texas 78763	SAME	97-114

TRUSTEE'S DEED

WHEREAS, default was made in the terms, conditions and payments provided for and made in a Deed of Trust dated June 17, 1986 exeucted by Prime Land 15/73 L.P., a New York Limited Partnership to Richard E. Charlton, III, Trustee, of record in Book 6892, Page 823, Register's Office, Davidson County, Tennessee; and

WHEREAS, Windsor Federal Savings Association, the owner and holder of the indebtedness secured by said Deed of Trust of record in Book 6892, Page 823, Register's Office for Davidson County, Tennessee, replaced said Trustee by naming Richard Manson, as Substitute Trustee by an instrument of record in Book 8337, Page 823, Register's Office for Davidson County, Tennessee; and

WHEREAS, I, Richard Manson, Substitute Trustee, caused said real property to be advertised in accordance with the provisions of said Deed of Trust, advertising that said property would be sold at 12:15 P.M., prevailing time, on May 28, 1991 at the front door of the Davidson County Courthouse, Davidson County, Tennessee, to be knocked off and sold to the highest, best and last bidder for cash, and free from the equity of redemption, homestead, dower, and all other exemptions as provided in said Deed of Trust; but subject to any and all mortgages, liens, claims, and unpaid taxes which may be a lien against said property; and

WHEREAS, I, Richard Manson, Substitute Trustee, personally appeared and offered said property for sale at public

outcry and the highest, best and last bid received was the sum of FIVE HUNDRED SEVENTY FOUR THOUSAND SEVEN HUNDRED SIXTY NINE DOLLARS AND 26/100 ($574,769.26) by WINDSOR FEDERAL SAVINGS ASSOCIATION, (hereinafter referred to as the "Grantee") and said property was knocked off and sold to the Grantee.

NOW, THEREFORE, in consideration of the premises and sum of FIVE HUNDRED SEVENTY FOUR THOUSAND SEVEN HUNDRED SIXTY NINE DOLLARS AND 26/100 ($574,769.26) cash in hand paid by the Grantee, I, Richard Manson, Substitute Trustee, have this day bargained and sold and, by the premises, do transfer and convey to Grantee, its/their heirs and assigns, a certain tract or parcel of land situated in Davidson County, Tennessee, and described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

And, I covenant with the said Grantee that I am lawfully seized and possessed of said real property as Substitute Trustee only and, by these terms of the above mentioned Deed of Trust, have a good right to sell and convey the same and that same is unencumbered except for any and all mortgages, liens, claims, and any and all unpaid taxes that may be a lien against said real estate.

I further covenant and bind myself/my successors and assigns, to warrant and forever defend the title to said real estate to the Grantee, their heirs and assigns, against the lawful claims of any persons claiming by or through me as Substitute Trustee, but no further or otherwise; it being my intention only to convey to Grantee no greater title in the subject real estate that I received as Substitute Trustee and that, as Substitute Trustee, I have the right to sell and convey

THIS sale is subject to all matters shown on any applicable recorded Plan; any unpaid taxes which exist as a lien against said property; any restrictive covenants, easements or setback lines that may be applicable; any matters of record; any statutory rights of redemption not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency,

EXHIBIT "A"

A tract of land in the Second Civil District of Metropolitan Nashville and Davidson County, Tennessee that is more fully described as follows:

Beginning at an iron pin in concrete set in the southwesterly right-of-way line of Old Hickory Boulevard, the northeasterly corner of the herein described tract and the southeasterly corner of Joe E. Haralson, et ux of record in Deed Book 6585, page 59, R.O.D.C., Tennessee, said iron pin in concrete being southeasterly 780 feet, more or less, as measured along said southwesterly right-of-way line from the southerly right-of-way line of Interstate Highway 40; thence,

1. With said southwesterly line, S 40° 31' 37" E, 519.66 feet to an existing iron pin; thence,

2. Continuing with said southwesterly line, a 2834.93-foot radius curve to the right, 409.47 feet to an iron pin in concrete set in the northeasterly corner of Arbors of Lakeside, Limited Partnership of record in Deed Book 6727, page 896, R.O.D.C., Tennessee, said curve having a chord bearing and distance of S 36° 23' 21" E, 409.109 feet; thence,

3. With the northerly line of Arbors, S 85° 00' 06" W, 1052.94 feet to an existing iron pin in the northwesterly corner of Arbors; thence,

4. With a westerly line of Arbors, S 2° 42' 22" E, 199.87 feet to an existing iron pin in the northerly right-of-way line of Bell Road, an 80-foot road; thence,

5. With said northerly line in a westerly direction and an 1185.92-foot radius curve to the left, 53.93 feet to an existing iron pin in the southeasterly corner of United States of America property, said curve having a chord bearing and distance of N 70° 11' 57" W, 53.926 feet; thence,

6. With the easterly line of United States property, N 3° 07' 57" W, 98.10 feet to an existing concrete monument in the southeasterly corner of Joseph S. Earhart, et ux of record in Deed Book 2922, page 133, R.O.D.C., Tennessee; thence,

7. With the easterly line of Earhart, N 6° 41' 50" W, 98.40 feet to an existing iron pipe in the southeasterly corner of Guy T. Gleaves, et ux of record in Deed Book 4208, page 419, R.O.D.C., Tennessee; thence,

8. With the easterly line of Gleaves, N 0° 57' 13" W, 98.32 feet to an existing iron pipe in the southeasterly corner of Guy T. Gleaves, et ux of record in Deed Book 4024, page 502, R.O.D.C., Tennessee; thence,

9. With the easterly line of Gleaves, N 1° 31' 36" E, 100.29 feet to an existing iron pipe in the southeasterly corner of Richard H. Marcrum, et ux of record in Deed Book 5374, page 785, R.O.D.C., Tennessee; thence,

10. With the easterly line of Marcrum, N 1° 24' 46" W, 198.65 feet to an existing iron pipe in the southeasterly corner of Howard Lee Moore, Jr. et ux of record in Deed Book 4889, page 244, R.O.D.C., Tennessee; thence,

11. With the easterly line of Moore, N 2° 29' 40" W, 76.57 feet to an existing iron pipe in the southeasterly corner of Bennie Helton, et ux of record in Deed Book 2799, page 256, R.O.D.C., Tennessee; thence,

12. With the easterly line of Helton, N 4° 26' 09" W, 256.45 feet to an existing iron pin in the southerly line of Robert J. Baltz, Jr. of record in Deed Book 4893, page 228, R.O.D.C., Tennessee; thence,

13. With the southerly line of Baltz and Joe E. Haralson, et ux of record in Deed Book 6585, page 59, R.O.D.C., Tennessee, N 82° 32' 50" E, 558.44 feet to the point of beginning and containing 14.96 acres (651,740 square feet), more of less.

Being the same property conveyed to PRIME LAND 15/73, L.P., a New York Limited Partnership by deed from Terry C. Reeves (40%), C. E. HOOPER (40%), and ROBERT O. FRENSLEY (20%) , as tenants in common with an undivided interest in said property in the percentage listed in their name of record in Book 6892, Page 820, and re-recorded in Book 6893, page 49, Register's Office, Davidson County, TEnnessee.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING
THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

exist against the property. This sale is also subject to any matter that an accurate survey of the premises might disclose.

This 3rd day of June, 1991.

RICHARD MANSON
Substitute Trustee

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me the undersigned, a Notary Public in and for said County and State, Richard Manson, Substitute Trustee, the within named bargainor(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that the executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 3rd day of June, 1991.

Notary Public

My Commission Expires: 8/26/94

1912 06/07 0101 03CHECK 1909-84

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $574,769.26.

Affiant

Subscribed and sworn to before me on this 3rd day of June, 1991.

Notary Public

My Commission Expires: 3/26/94



OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 8369 PAGE 638

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 574769.26
CON TX 1896.84
PRFEE 1.00
WDEED 12.00
TOTAL 1909.84
CHECK 1909.84

06/07/91 01 15:13 0001 1912

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

20584

IDENTIFICATION REFERENCE

JUN 7 3 12 PM '91

No. 428979