DLK41

IDENTIFICATION REFERENCE

JUL 30 4 02 PM '91

FILED & RECORDED REGISTER'S OFFICE DAVIDSON COUNTY, TENN.

3 4 9 2 4.

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

Address New Owner(s) as Follows:	Send Tax Bills To:	Map and Parcel No.:
Southern Business Insurance Group, Inc. 306 Gay Street Nashville, TN 37201	SAME	Part of Map 92-7 Parcel 339

345.50

SUCCESSOR TRUSTEE'S DEED

BOOK 8408 PAGE 722

This instrument is made and entered into on this the 26th day of July, 1991 by W. Fred Williams, Successor Trustee (hereinafter referred to as "Successor Trustee").

WHEREAS, by Tennessee Deed of Trust, Assignment of Rents and Security Agreement dated as of the 4th day of October, 1983, of record in Book 6151, page 902, Register's Office for Davidson County, Tennessee, as amended by Modification to Tennessee Deed of Trust, Assignment of Rents and Security Agreement dated as of April 3, 1986, of record in Book 6823, page 438, said Register's Office (the "Deed of Trust"), Johnny Reb Corporation conveyed to Julian L. Bibb, Trustee, the hereinafter described real estate, to secure payment to Third National Bank in Nashville of a certain indebtedness described in the Deed of Trust (the "Indebtedness"); and

WHEREAS, pursuant to an Order Confirming Plan and Fixing Deadline for Filing Requests for Payment of Administrative Expenses Combined With Notice Thereof (the "Order") entered March 1, 1990 in the United States Bankruptcy Court for the Middle District of Tennessee in the case of In Re: Johnny-Reb Corporation a/k/a Johnny Reb Corporation, Case No. 389-02383, Third National Bank in Nashville was given authority to exercise any or all of its default remedies under the Deed of Trust in the event that Cutters, Inc. failed to perform and comply with the terms of the Cutters' Plan (as defined in the Chapter 11 Plan of Johnny-Reb Corporation [the "Plan"] attached to the Order) with respect to the TNB Guaranteed Claim (as defined in the Plan); and

WHEREAS, Cutters, Inc. failed to perform and comply with the Cutters' Plan and the Indebtedness became overdue and unpaid, resulting in defaults under the Plan and the Deed of Trust, 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 commenced pursuit of its remedies as provided in the Deed of Trust and the Plan; and,

WHEREAS, in accordance with the Plan, Third National Bank in Nashville gave Johnny Reb Corporation and Dominion Bank of Middle Tennessee notice of the default, but following such notice the default was not cured; and,

WHEREAS, the lawful holder of the Indebtedness, Third National Bank in Nashville, appointed W. Fred Williams to serve as Successor Trustee in place of Julian L. Bibb in accordance with the terms of the Deed of Trust by an instrument entitled Appointment of Successor Trustee of record in Book 8387, page 370, said Register's Office; and

WHEREAS, the lawful holder of the Indebtedness, Third National Bank in Nashville, directed the Successor Trustee to

sell certain property held as security under the Deed of Trust (the "Property") as provided therein, and the Successor Trustee caused notice to be published in The Nashville Record that the Property would be sold beginning at 11:00 a.m. on July 25, 1991, with the sale of the tract described below (the "Tract") to occur at the location of the Tract at 2012 Jo Johnston Avenue (also sometimes identified as 600 21st Avenue North), Nashville, Tennessee, such advertisement appearing in said paper on July 4, 1991, July 11, 1991 and July 18, 1991, and sent a copy of such notice as provided in the Deed of Trust; 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 Tract to Southern Business Insurance Group, Inc., at the price of Two Hundred Twenty Five Thousand and No/100 Dollars ($225,000.00), this being the highest, last and best bid.

NOW, THEREFORE, I, W. Fred Williams, Successor Trustee as aforesaid, in consideration of the premises and the sum of $225,000.00, to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto Southern Business Insurance Group, Inc., its successors and assigns (the "Grantee") all of my right, title and interest in and to the following described Tract, together with any and all fixtures, buildings, structures and other improvements located on all or any part of the Tract, all minerals, royalties, gas rights, water, water rights, water stock, flowers, shrubs, crops, trees, timber and other emblements located on, under or above all or any part of the Tract, any and all tenements, hereditaments, easements and appurtenances, reversions and remainders pertaining to the Tract, but no further or otherwise, located in Davidson County, Tennessee, and more particularly described as follows, to wit:

TRACT 3 (shown as Tract X, Parcel I on the Deed of Trust):

A parcel of land in the City of Nashville, Davidson County, Tennessee, described as follows:

Land in Nashville, Davidson County, Tennessee, and being Lots Nos. 1, 2, 3, 4, Lot "O", a 1-1/2 acre tract, and a 20 foot alley or alleys on the plan of a subdivision of part of W.B. Cooper's estate, as of record in Book 161, page 66, Register's Office for said County, described, according to a survey made by Z.J. Wilkinson, Surveyor, dated December 6, 1948, as follows:

Beginning at a point in the northerly margin of Jo Johnston Avenue, at the northeast corner of said Jo Johnston Avenue and 21st Avenue North; thence, with the northerly margin of said Jo Johnston Avenue, northeastwardly 252.7 feet to the common corner of Lots "O" and "A"; thence with the line between said Lots "O" and "A", northwardly 195 feet to a point in the southern boundary line of said 1-1/2 acre tract; thence North 58 deg. 15' East 12 feet to a point; thence North 31 deg. 45' West 215.3 feet (as determined by an agreement between Eighth Avenue Realty Company and Peter Obenchain, Jr., et ux of record in Book 2442, page 394, of the Register's Office for said County) to a point in the southerly margin of the N.C. & St. L. Railroad right-of-way; thence, with the southerly margin of said right-of-way, South 46 deg. 20' West 307.1 feet to a point; thence South 2 deg. 48' West 186.41 feet to a point in the northerly margin of a 20 foot alley; thence, with the northerly margin of said alley, North 58 deg. 15'

East 141.51 feet to the northeast corner of said 21st Avenue North; thence with the easterly margin of said 21st Avenue North, southwardly 195 feet to the point of beginning.

Together with all right, title and interest of Eighth Avenue Realty Company [sic] in all streets, ways, alleys and strips of land adjoining the above described Parcel.

Being part of the same property conveyed to Johnny-Reb Corporation by deed from Eighth Avenue Realty Company, a Tennessee corporation of record in Book 5052, page 965, Register's Office for Davidson County, Tennessee.

This is improved property.

The street address of the Tract is 2012 Jo Johnston Avenue (also sometimes identified as 600 21st Avenue North), Nashville, Tennessee.

The Tract is being sold AS IS WHERE IS, without representations or warranties of any kind whatsoever, whether express or implied. Without limiting the foregoing, THE TRACT IS BEING SOLD WITHOUT ANY IMPLIED WARRANTIES OF MERCHANTIBILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. FURTHER, THE UNDERSIGNED DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES AS TO THE ABSENCE OR PRESENCE OF HAZARDOUS SUBSTANCES ON OR UNDER THE PROPERTY AS DEFINED BY ANY ENVIRONMENTAL LAWS.

To have and to hold the aforesaid real estate, together with all improvements thereon as described above, and in bar of all rights of redemption, statutory or otherwise, homestead, dower, elective share, rights of appraisement or valuation, and all other rights and exemptions of every kind, as provided in, but only to the extent provided in, the Deed of Trust.

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. 1991 taxes have been prorated and will be paid by Grantee.

(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, alleys, streets, or highways.

(4) Such prior easements, building lines, recorded plans and restrictions as may be applicable, including, but not limited the following: Easement for spur tracts on or across the Tract; Easement for sewers granted to City of Nashville, of record in Book 1755, page 4, Register's Office for Davidson County, Tennessee; Boundary line agreement of record in Book 2442, page 394, said Register's Office.

(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) Survey made by Z. J. Wilkinson, Surveyor, dated December 6, 1948, shows the fence enclosing the premises from the easterly margin of 21st Avenue North to the westerly line of the premises, is slightly north of the

true property line on the west, and on the east is south of said line in the alley; said plan also shows fence is west of true property line from approximately 100 feet, and again encroaches on the property to the east, to the rear property line, the encroachment at this point being 5.6 feet to the most northerly part of the easterly line of premises adjoining the Nashville Tent and Awning Company property.

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

(9) 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.

(10) Any and all other matters, including, without limitation, liens, easements, restrictions, claims, defects, encumbrances, adverse claims and other matters 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.

W. Fred Williams,
Successor Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Cathy H. Pruitt, a Notary Public of the State and County aforesaid, personally appeared W. Fred Williams, 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 July, 1991.

Notary Public

My commission expires: 3/27/93

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is Two Hundred Twenty Five Thousand Dollars ($225,000.00).

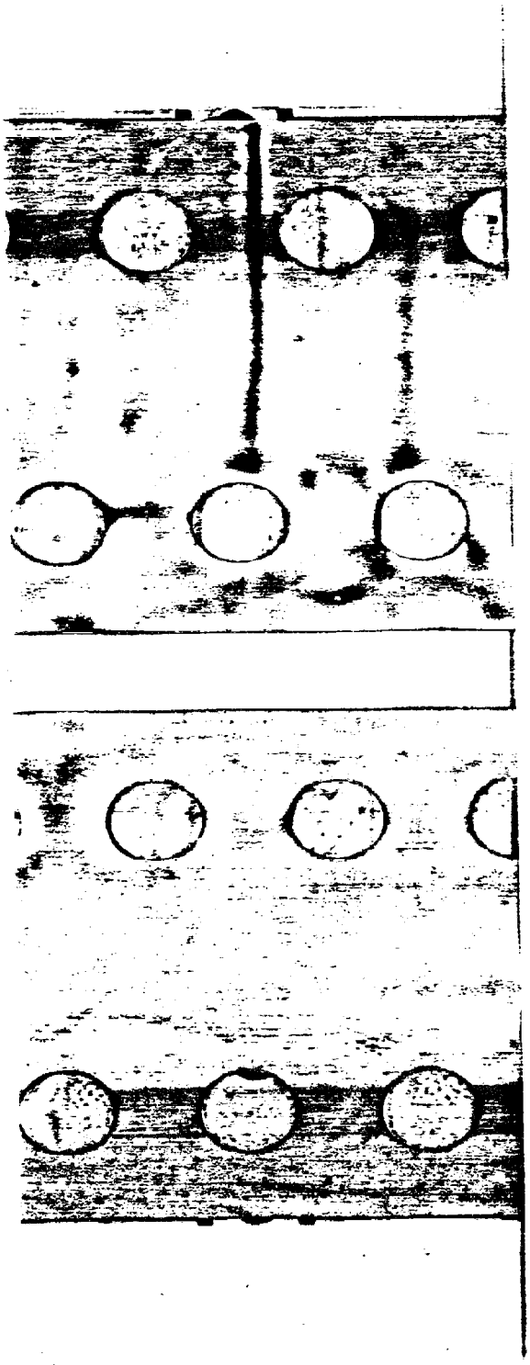
Affiant

Subscribed and sworn to before me this the 30th day of July, 1991.

Notary Public

My commission expires: 3/27/93

4796E/07-26-91



OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 8408 PAGE 726

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 225000.00
CON TX 832.50
PRFEE 1.00
~~MISC 12.00~~
~~TOTAL 845.50~~
CHECK 845.50

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

07/30/91 01 16:03 0001 6419

3.4.9.2.4.

IDENTIFICATION REFERENCE

Jul 30 4 02 PM '91

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 445371