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

BOOK 8408 PAGE 749

Address New Owner(s) as Follows:	Send Tax Bills To:	Map and Parcel No.:
Warner Street Company P.O. Box 1008 Nashville, TN 37202	SAME	Map 92-7 Parcels 391, 332 and 331

SUCCESSOR TRUSTEE'S DEED

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 on 19th 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 Warner Street Company, Inc., at the price of Twenty Thousand and No/100 Dollars ($20,000.00), 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 $20,000.00, to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto Warner Street Company, 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 2:

PARCEL 1 (shown as Tract II on Deed of Trust):

Land in Davidson County, Tennessee, being parts of Lots 34, 35, 36 and 37 in H. B. Bostick's First Addition to Nashville, Davidson County, State of Tennessee, more particularly described as follows:

Beginning at a point in the east line of 19th Avenue North, being seventy five (75) feet, nine (9) inches northwardly from the north line of Clinton Street, thence continuing northwardly along the east line of 19th Avenue North, a distance of forty (40) feet, more or less, to a point which is thirty-nine (39) feet southwardly at right angles from the centerline of the southbound main track of the Nashville Division of the Railroad of the Grantor [sic] thence in an easterly direction along a line thirty nine (39) feet southwardly from and parallel to said centerline of southbound main track, a distance of one hundred ninety one (191) feet, more or less, to a point in the property line between Grantor and Grantee [sic], thence southwardly along said property line a distance of forty (40) feet, more or less to a corner, common to Grantor and Grantee, thence in a westwardly direction along the property line between Grantor and Grantee, a distance of one hundred ninety one (191) feet, more or less, to the point of beginning and being bounded on the north by Grantor's railroad property, on the east and south by the property of the Grantee and on the west by 19th Avenue, North.

Being the same property conveyed to Johnny Reb Corporation, a Tennessee corporation by deed from Louisville and Nashville Railroad Company, a Kentucky corporation of record in Book 4564, page 252, Register's Office for Davidson County, Tennessee.

PARCEL 2 (shown as Tract III, Parcel I on Deed of Trust):

A parcel of land in Davidson County, State of Tennessee, described as follows: to-wit:

Being the southerly part of Lots Nos. 32 to 37 inclusive on the plan of Bostick's First Addition to Nashville as of record in Book 21, page 31, Register's Office for said County.

Beginning at the northwest corner of Clinton Street and 18th Avenue North, formerly Bostick Avenue, being the southeast corner of said Lot No. 32; thence with the northerly margin of said Street, westerly 326 feet to the easterly margin of 19th Avenue North, formerly Walnut Street; thence with the easterly margin of said Avenue northerly 75 3/4 feet to the southwest corner of the N.C. & St. L. Railway property; thence with the southerly line of said property; easterly to the westerly margin of 18th Avenue North; thence with the westerly margin of said Avenue, southerly 109 1/2 feet to the beginning.

Together with any rights in and to the northerly one-half of what was formerly known as Clinton Street, as closed pursuant to Council Bill No. 082-823.

PARCEL 3 (shown as Tract III, Parcel II on Deed of Trust):

A parcel of land in Davidson County, State of Tennessee, described as follows: to-wit:

Being parts of Lots Nos. 32, 33 and 34 on the plan of H. P. Bostick's First Addition to Nashville, as of record in Book 21, page 31, Register's Office for said County.

Beginning at a point in the westerly margin of 18th Avenue North, formerly Bostick Street, said point being 109 feet 6 inches north of the northwest corner of 18th Avenue North and Clinton Street, and being the northeast corner of the property sold to John B. Ransom & Company by The Tennessee Property Company on July 30, 1915, as per deed recorded in Book 553, page 514, Register's Office for said County; thence north along 18th Avenue North, 40 feet to a point, thence in a westerly direction with a line south of, parallel to and distant 10 feet 6 inches from the center line of the present side tract running along side the property, a distance of 135 feet to a point; thence in a southerly direction parallel to 18th Avenue North 40 feet to a point in the north boundary of the land sold to John B. Ransom & Company referred to above; thence in an easterly direction with the north boundary of said Ransom's land, 135 feet to the point of beginning.

Parcels 2 and 3 being the same property conveyed to Johnny-Reb Corporation, a Tennessee corporation by deed from Third National Bank in Nashville of record in Book 4564, page 255, Register's Office for Davidson County, Tennessee.

This is unimproved property.

The street address of the Tract is 19th 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, streets, or highways.

(4) Title to that portion of the premises lying within the charter right-of-way of the CSX Railroad (Applies to Parcels 1 and 3).

(5) Such prior easements, building lines, recorded plans and restrictions as may be applicable, including, but not limited the following: Agreement of Restrictive Use Easement of record in Book 5431, page 25, Register's Office for Davidson County, Tennessee, as amended in Book 5533, page 796, said Register's Office (applies to Parcels 2 and 3); and Easements retained by the Metropolitan Government in the closing of any streets or alleys (applies to Parcel 2).

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

(7) Rights or claims of parties in possession.

(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.

Cathy H. Pruitt
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 Twenty Thousand and No/100 Dollars ($20,000.00).

Williams Street + Company, Inc.
by A.J. Tellez, President
Affiant

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

Cathy H. Pruitt
Notary Public

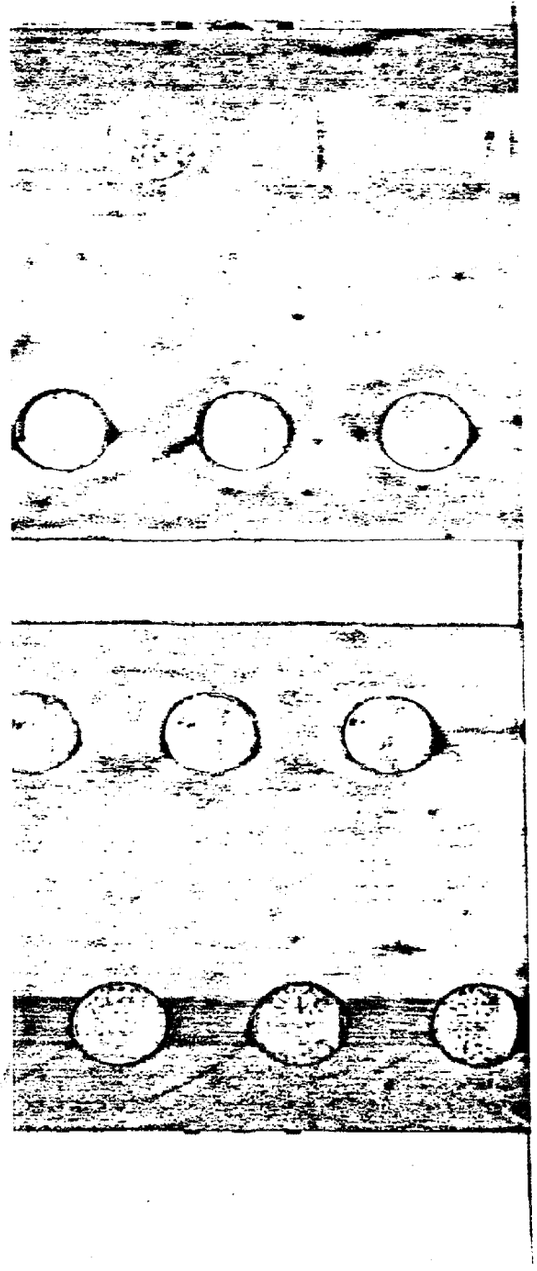
My commission expires: 3/27/93

IDENTIFICATION REFERENCE 34927.

JUL 30 4 05 PM '91
FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TN

4791E/07-26-91

6423 07/30 0101 03CHECK
$14.00



OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 8408 PAGE 754

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

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

CAMT 20000.00
CON TX ~~74.00~~
~~PRFEE 1.00~~
WDEED 12.00
TOTAL 87.00
CHECK 87.00

07/30/91 01 16:06 0001 6423

VOID
WDEED 12.00
WDEED 15.00
~~TOTAL 3.00~~
~~CHECK 3.00~~

07/30/91 01 16:11 0001 6426

No. 445374

Total 90.00

3 4 9 2 7

IDENTIF. REFERENCE

JUL 30 4 05 PM '91

FELIX Z WILSON II REGISTER
DAVIDSON COUNTY, TN