AUG 12 12 30 PM '91

38515.

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:

Larry K. McCormick
250 Old Hickory Blvd.
Suite 150
Two Brentwood Commons
Brentwood, TN 37027

Send Tax Bills To:

SAME

Map and Parcel No.:

Map 92-7
Parcel 329

BOOK 8418 PAGE 679

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 (sometimes referred to as 706 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 said Tract to Larry K. McCormick, at the price of Forty Seven Thousand Five Hundred and No/100 Dollars ($47,500.00), 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 $47,500.00, to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto Larry K. McCormick, his heirs, 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 1 (shown as Tract V on Deed of Trust):

Land in Davidson County, Tennessee, being parts of Lots Nos. 1, 2, 3, 4 and 5 on the Plan of Bostick's Subdivision of Lot No. 140 of the McNairy Mansion House Tract, as of record in Book 21, page 99, Register's Office for said County, part of Lot No. 17 on the Plan of Harding Lytle Tract, as of record in Book 21, page 102, said Register's Office, and the southerly part of Lot No. 2 on the Plan of Fulcher's Subdivision of the said Lot No. 17 of the Harding Lytle Tract, as of record in Plan Book 1, page 95, Chancery Court at Nashville, described as follows:

Beginning at the northeast corner of 19th Avenue North, formerly Walnut Street, and what was formerly a 20 foot alley (now in Nashville-Chattanooga & St. Louis Railway), said point being the southwest corner of the lot conveyed to J. B. Ransom & Company by the widow and heirs of Martin Murphy, deceased, by deed recorded in Book 148, page 8, of the Register's Office for said County, running thence northwardly, with the easterly margin of said Avenue, 181 feet to the northwest corner of a Lot conveyed by Mary Wright to J. B. Ransom & Company, by deed recorded in Book 353, page 284, of said Register's Office; thence eastwardly, with the north line of said Wright lot, it being the south line of Nashville Terminal Company's property, 112 feet to a point; thence northwardly, with the old line between the Harding and the McNairy property, (it being the east line of said Nashville Terminal Company's property) 41 feet to a point in the south margin

of said Nashville Terminal Company Railroad right-of-way; thence eastwardly, with the south line of said right-of-way 8.5 feet to a point; thence southwardly 158 feet to the point where the east line of the said Murphy lot crosses the south line of Lot No. 2 in Bostick's Subdivision of Lot No. 140 in McNairy's Mansion House Tract; thence southwardly, with the east line of said Murphy lot, 50 feet to the line of the former 20 foot alley, now the Nashville-Chattanooga & St. Louis Railroad; thence with the south line of the said Murphy lot and the Railway westwardly 153 feet to the beginning.

Being the same property conveyed to Johnny Reb Corporation, a Tennessee corporation by deed from Phillips & Buttorff Corporation, a Tennessee corporation (successor by merger to Industrial Realty Company, Inc. by Certificate of Ownership and Merger dated July 1, 1966, of record in Corporation Record Book P-51, pages 2108-2111, Office of the Secretary of State of Tennessee), of record in Book 4767, page 798, Register's Office for Davidson County, Tennessee.

This is improved property.

The street address of the Tract is 19th Avenue North (sometimes referred to as 706 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 pro-rated 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) 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 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)

2927 08/12 0101 03CHECK 188.75

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

NOTARY PUBLIC AT LARGE STATE OF TE...

My commission expires: 3/27/93

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is Forty-Seven Thousand Five Hundred and No/100 Dollars ($47,500.00).

Affiant

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

Cathy H. Pruitt
Notary Public

NOTARY PUBLIC AT LARGE STATE OF TE...

My commission expires: 3/27/93

4789E/07-26-91

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 8418 PAGE 683

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			CAMT 47500.00	
			CON TX 175.75	
			PRFEE 1.00	
			WDEED 12.00	
			TOTAL 188.75	
			CHECK 188.75	
08/12/91	01	12:32	0001 2927	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

3851.5

IDENTIFICATION

AUG 12 12 30 PM '91

No. 449487