Box 41

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.:
Second Harvest Food Bank of Nashville, Inc. 608 20th Avenue North Nashville, TN 37203	SAME	Map 92-7 Parcels 348 and 349

SUCCESSOR TRUSTEE'S DEED

This instrument is made and entered into on this the 3rd day of October, 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, certain real property which included 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 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 at 10:00 a.m. on September 26, 1991, at the front (south) door of the Davidson County, Courthouse in Nashville, Tennessee, such advertisement appearing in said paper on August 29, 1991, September 5, 1991 and September 12, 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 Property to Second Harvest Food Bank of Nashville, Inc., at the price of Thirty-Five Thousand Five Hundred and No/100 Dollars ($35,500.00), 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 $35,500.00, to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto Second Harvest Food Bank of Nashville, Inc., 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 fixtures, buildings, structures and other improvements located on all or any part of the Property, 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 Property, any and all tenements, hereditaments, easements and appurtenances, reversions and remainders pertaining to the Property, but no further or otherwise, located in Davidson County, Tennessee, and more particularly described as follows, to wit:

TRACT 1 (shown as Tract VI on the Deed of Trust):

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

Beginning at the intersection of the northerly margin of Jo Johnston Avenue (formerly Line Street) and the easterly margin of 20th Avenue North (formerly Crooked Avenue); thence with the northerly margin of Jo Johnston Avenue eastwardly, 125 feet to a point; thence northwardly and parallel with the easterly margin of 20th Avenue North, 183.50 feet, more or less, to the southerly margin of an alley; thence with the southerly margin of said alley westwardly, 125 feet to a point in the easterly margin of 20th Avenue North; thence with the easterly margin of said 20th Avenue North southwardly, 181 feet, more or less, to the point of beginning.

Being the same property conveyed to Johnny-Reb Corporation by deed from Eighth Avenue Realty Company, a Tennessee corporation of record in Book 4797, page 836, Register's Office for Davidson County, Tennessee.

This is unimproved property.

The street address of the Property is Jo Johnston Avenue, Nashville, Tennessee.

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

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

(5) Rights or claims of parties in possession.

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

(7) 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.

(8) 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

5.18.61

FEE 1.00 REFERENCE
Oct 3 11 15 AM '91

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Cathy H. Puitt, 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 3rd day of October, 1991.

Cathy H. Puitt
Notary Public

My commission expires: 3/27/93



STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

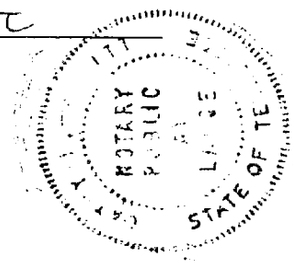
The actual consideration or value whichever is greater, for this transfer is Thirty-Five Thousand Five Hundred and No/100 Dollars ($35,500.00).

Phillip R. Russ
Affiant

Subscribed and sworn to before me this the 3rd day of October, 1991.

Cathy H. Puitt
Notary Public

My commission expires: 3/27/93



9659 10/03 0101 03CHECK

5216E/10-02-91

44.35

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 8457 PAGE 12

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
				VOID
				MISC 1.00
				MISC 12.00
				~~TOTAL 11.00~~
				~~CHECK 11.00~~
10/03/91	01			11:17 0001 9960
				CAMT 35500.00
				CON TX 131.35
				~~PREEL~~ BY BANK 1.00
				MISC 1.00
				~~TOTAL 133.35~~
				~~CHECK 133.35~~
10/03/91	01			11:16 0001 9959

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

Total 144.35

5.18.6.1.

IDENTIFICATION REFERENCE

Oct 3 11 15 AM '91

No. 464773