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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.:
Malcolm L. Mimms, Sr. Donald R. Wolfe, Sr. 214 19th Avenue North Nashville, TN 37203	SAME	Map 92-7 Parcel 334

SUCCESSOR TRUSTEE'S DEED

This instrument is made and entered into on this the 4th 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 beginning at 11:00 a.m. on September 26, 1991, with the sale of the tract described below (the "Tract") to occur at the location of the Tract at 607 19th Avenue North, 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 Tract to Malcolm L. Mimms, Sr. and Donald R. Wolfe, Sr., at the price of One Hundred Sixty-Five Thousand and No/100 Dollars ($165,000.00), 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 $165,000.00, to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto Malcolm L. Mimms, Sr. and Donald R. Wolfe, Sr., their heirs, successors and assigns (collectively, 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 (shown as part of Tract I, Parcel I on the Deed of Trust):

A parcel of land in Davidson County, Tennessee, described according to a survey made by Turner Engineering Company, Inc. dated November 27, 1968, as follows:

Being part of the Augustus J. Warner Property, as of record in Book 57, page 41, Register's Office for said County, and a part of a 15-foot alley that was closed and vacated by City Ordinance No. 187 and property immediately west of said lot, described as follows:

Beginning at an iron pin at the northwesterly corner of 19th Avenue North and Milson Avenue, formerly Warner Street; thence with the northerly margin of said Avenue as follows; South 65 deg. 15' West 199.70 feet to an iron pin; South 61 deg. West 317.10 feet to an iron pin; thence with an off-set in said Avenue; South 29 deg. East 10 feet to a P.K. nail in the northerly margin of a 20-foot alley; thence with the margin of said alley, South 61 deg. West 126 feet to a spike in pavement, the northeasterly corner of said alley and 20th Avenue North; thence along the margin of said Avenue, North 28 deg. 20' West 243.80 feet to an iron pin in the southerly right-of-way of the L & N Railroad; thence with the right-of-way of said Railroad, as follows: North 53 deg. 53' East 298.65 feet to an iron pipe; North 53 deg. 14' East 172 feet to an iron pin; thence North 35 deg. 30' West 6.80 feet; thence North 53 deg. 20' East 186 feet to the westerly margin of 19th Avenue North; thence with the margin of said Avenue, South 31 deg. 38' East 136.90 feet and South 24 deg. 09' East 204 feet to the beginning, containing 4.21 acres, more or less.

Included in the above description but expressly excluded therefrom is the following:

Being Lot No. 1 as shown on the Subdivision of the Johnny-Reb Corporation Property, of record in Book 7900, page 298, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description of said lot.

Tract 2 is also described as Lot No. 2 as shown on the Subdivision of the Johnny-Reb Corporation Property, of record in Book 7900, page 298, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Johnny-Reb Corporation by deed of record in Book 2999, page 308, Register's Office for Davidson County, Tennessee.

This is improved property.

The street address of the Tract is 607 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 will be pro-rated and paid at closing.

(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) Easement for spur tracks on or across premises.

(4) Title to that portion of the premises, if any, embraced within the charter right-of-way of the CSX Railroad.

(5) Encroachment of a building located on the northwesterly side onto CSX Railroad right-of-way, as shown on survey by Turner Engineering Company, Inc., dated November 27, 1968.

(6) All matters shown on the plan of record in Book 7900, page 298, Register's Office for Davidson County, Tennessee.

(7) Terms and conditions of a Party Wall Agreement of record in Book 8406, page 513, said Register's Office.

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

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

(10) Rights or claims of parties in possession.

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

(12) 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.

(13) 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

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STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Pamela L. Kitchens, 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 8th day of October, 1991.

Notary Public

My commission expires Jan. 23, 1993

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is One Hundred Sixty-Five Thousand and No/100 Dollars ($165,000.00).

Affiant

Subscribed and sworn to before me this the 8th day of October, 1991.

Notary Public

My commission expires Jan. 23, 1993

5244E/10-04-91

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 8461 PAGE 540

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 165000.00
CON TX 610.50
PRFEE 1.00
WDEED 12.00
TOTAL 623.50
CHECK 623.50

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

10/10/91 01 10:43 0001 1737

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IDENTIFICATION REFERENCE

OCT 10 10 40 AM '91

No. 466524