9043.8

IDENTIFICATION REFERENCE

MAR 6 2 00 PM 1992

DAVIDSON COUNTY, TN

This instrument prepared by:
Eva M. Lemeh
FARRIS, WARFIELD & KANADAY
Seventeenth Floor
Third National Bank Building
Nashville, Tennessee 37219

Address New Owner(s) as Follows:

Third National
Bank in Nashville
201 Fourth Avenue North
Nashville, TN 37219

Send Tax Bills To:

Same

Map and Parcel No.:

130-8-E-13

Field Book No.:
7DA-91493

SUCCESSOR TRUSTEE'S DEED BOOK 8569 PAGE 74

This instrument made and entered into on this the 6th day of March, 1992, by Cynthia N. Sellers, Successor Trustee (hereinafter referred to as "Successor Trustee").

WHEREAS, by that certain Deed of Trust dated December 7, 1987, of record in Book 7420, page 482, Register's Office for Davidson County, Tennessee, as modified by that certain Modification of Deed of Trust dated August 28, 1989, of record in Book 7943, page 829, Register's Office for Davidson County, Tennessee (the "Deed of Trust"), Dale Lee Foshee and wife, Susannah L. Foshee, conveyed to Paul R. White, Trustee, certain real property to secure repayment of certain debts and obligations described therein (the "Indebtedness"); and

WHEREAS, the Indebtedness became overdue and unpaid, and other conditions of default occurred, by reason of which the lawful owner and holder of the Indebtedness declared the Deed of Trust and the Indebtedness to be in default, and notice was given of such default to Dale Lee Foshee and Susannah L. Foshee, in the manner required by the terms of the Deed of Trust, but following such notice the default was not cured; and

WHEREAS, the lawful holder of the Indebtedness, Third National Bank in Nashville ("TNB"), appointed Lea W. Stouffer to serve as Successor Trustee in place of Paul R. White, Trustee, by an instrument of record in Book 8320, page 81, Register's Office for Davidson County, Tennessee;

WHEREAS, TNB elected to replace Lea W. Stouffer as Successor Trustee and appoint Cynthia N. Sellers to serve as Successor Trustee in place of Lea W. Stouffer in accordance with the terms of the Deed of Trust by an instrument of record in Book 8546, page 896, Register's Office for Davidson County, Tennessee; and

WHEREAS, TNB directed the Successor Trustee to sell the lot described in the Deed of Trust, which was held as security under the Deed of Trust as provided therein, and the Successor Trustee caused notice to be published as provided in the Deed of Trust in The Nashville Record that the lot would be sold at 11:00 o'clock a.m. on Friday, March 6, 1992, at the south (main) door of the Courthouse in Davidson County, Tennessee, such advertisement appearing in said paper on February 13, 1992, February 20, 1992 and February 27, 1992, and sent a copy of such notice to Dale Lee Foshee and Susannah L. Foshee, and following such notice the default was not cured; and

WHEREAS, the Successor Trustee at the time, place and date specified in said notices offered the lot for sale, and after opening the floor for competitive bids, sold the lot to TNB, at the price of $216,750.00 this being the highest, last and best bid.

NOW, THEREFORE, I, Cynthia N. Sellers, Successor Trustee as aforesaid, in consideration of the premises and the sum of $216,750.00, to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto TNB, its successors and assigns, all of my right, title and interest in and to the following described real estate and improvements located thereon, but no further or otherwise, located in Davidson County, Tennessee, and more particularly described as follows, to wit:

> Being Lot No. 13 on the Plat of Wellington Park, a residential planned unit development, of record in Plat Book 6200, page 409, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate description of said lot.

Being the same property conveyed to Dale Lee Foshee and wife, Susannah L. Foshee, by deed from Broderick Gaston Company, of record in Book 7420, page 479, Register's Office for Davidson County, Tennessee.

To have and to hold the aforesaid real estate, together with all improvements thereon, in bar of the statutory right of redemption, homestead, dower, and all other exemptions and marital rights, as provided in, but only to the extent provided in, the Deed of Trust.

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 HAS BEEN SOLD WITHOUT ANY IMPLIED WARRANTIES OF MERCHANTIBILITY OR FITNESS FOR PARTICULAR USE OF PURPOSE.

Said sale is subject to certain easements, restrictions, liens, encumbrances, taxes, etc., including, but not limited to, the following:

(1) Any and all unpaid real and personalty taxes, plus penalty and interest, if any. Such taxes will not be pro-rated. Dale Lee Foshee and Susannah L. Foshee assume 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) 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 restrictions on the transferability of any of the Personal Property (such as licenses, franchises, permits and other items) described above.

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

Cynthia N Sellers
Cynthia N. Sellers,
Successor Trustee

4215 03/06 0101 03CHECK 814.79

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, PAMELA L. KITCHENS, a Notary Public of the State and County aforesaid, personally appeared Cynthia N. Sellers, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the Successor Trustee, and that she as such Successor Trustee being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing her name as Successor Trustee.

Witness my hand and seal, at office in Nashville, Tennessee, this 6th day of March, 1992.

Pamela L. Kitchens
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 $216,750.00.

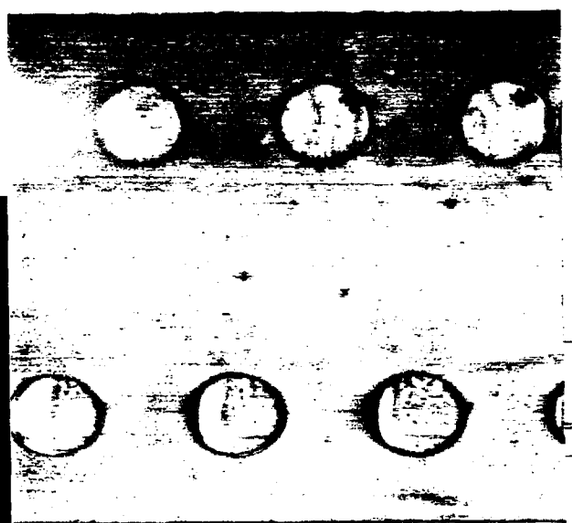
Affiant

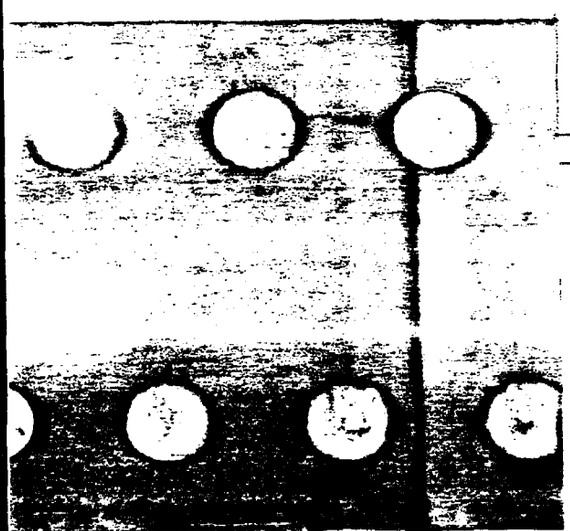
Subscribed and sworn to before me this the 6th day of March, 1992.

Deborah A. Hughes
Notary Public

My commission expires: May 28, 1995

7531Z/03-06-92





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

RECEIVED OF _____

FOR _____

BOOK 8569 PAGE 78

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 216750.00
CON TX 801.79
PRFEE 1.00
WDEED 12.00
TOTAL 814.79
CHECK 814.79

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK 03/06/92 01 21:06:00001 4215

90438

IDENTIFICATION REFERENCE

MAR 6 2 08 PM '92

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 508687