THIS INSTRUMENT PREPARED BY:
Heiskell, Donelson, Bearman
Adams, Williams & Kirsch, P.C.
511 Union Street, Suite 600
Nashville, Tennessee 37219

SUBSTITUTE TRUSTEES' DEED

WHEREAS, by trust deed (hereinafter "First Trust Deed") dated January 18, 1985, of record in Book 6479, page 527, Register's Office for Davidson County, Tennessee, Etto Corporation conveyed to David G. Williams and Thomas F. Baker, IV, as Trustees, and to First Tennessee Bank National Association ("Bank"), Beneficiary, certain real property located in Davidson County, Tennessee (the "Property") for the purpose of securing the payment of indebtedness evidenced by a promissory note (hereinafter "First Note") dated January 18, 1985, in the original principal amount of One Million Three Hundred Thousand and 00/100 Dollars ($1,300,000.00), executed by the Etto Corporation and payable to the order of Bank; and

WHEREAS, by assumption agreement dated March 19, 1985, Hickory Hollow Retail Venture, a Texas joint venture (hereinafter "Borrower") absolutely and unconditionally assumed the obligations of Etto Corporation under the First Trust Deed and First Note; and

WHEREAS, by trust deed (hereinafter "Second Trust Deed") dated March 19, 1985, of record in Book 6515, page 156, Register's Office for Davidson County, Tennessee, Borrower conveyed to David G. Williams and Thomas F. Baker, IV, as Trustees, the Property for the purpose of securing the payment of the indebtedness in said trust deed, said indebtedness being evidenced by a promissory note (hereinafter "Second Note") dated March 19, 1985, in the original principal amount of Two Million Two Hundred Thirty-five Thousand and 00/100 Dollars ($2,234,000.00), executed by Borrower and payable to the order of Bank; and

WHEREAS, by Consolidation, Modification and Extension Agreement (hereinafter "First Consolidation") dated March 19, 1985, of record in Book 6515, page 172, Register's Office for Davidson County, Tennessee, Bank and Borrower agreed to consolidate the indebtednesses of the First and Second Notes and the liens of the First and Second Trust Deeds; and

WHEREAS, by trust deed (hereinafter "Third Trust Deed") dated July 1, 1986, of record in Book 6924, page 534, Register's Office for Davidson County, Tennessee, Borrower conveyed to David G. Williams and Thomas F. Baker, IV, as Trustees, the Property for the purpose of securing the payment of the indebtedness in said trust deed, said indebtedness being evidenced by a promissory note (hereinafter "Third Note") dated July 1, 1986, in the original principal amount of Eight Hundred Thirty-five Thousand and 00/100 Dollars ($835,000.00), executed by Borrower and payable to the order of Bank; and

WHEREAS, by Second Consolidation, Modification and Extension Agreement (hereinafter "Second Consolidation") dated July 1, 1986, recorded in Book 6924, page 557, Register's Office for Davidson County, Tennessee, Bank and Borrower agreed to consolidate the indebtednesses evidenced by the First Note, Second Note and Third Note into a single indebtedness (hereinafter the "Consolidated Indebtedness") and to consolidate the liens of the First Trust Deed, Second Trust Deed, and Third Trust Deed into a single lien securing said consolidated indebtedness; and

WHEREAS, by trust deed (hereinafter "Fourth Trust Deed") dated April 30, 1987, of record in Book 7222, page 587, Register's Office for Davidson County, Tennessee, Borrower conveyed to David G. Williams and Thomas F. Baker, IV, as Trustees, the Property for the purpose of securing the payment of the indebtedness in said trust deed, said indebtedness being evidenced by a promissory note (hereinafter "Fourth Note") dated April 30, 1987, in the original principal amount of Eight Hundred Ninety-one Thousand Six

Hundred and 00/100 Dollars ($891,600.00), executed by Borrower and payable to the order of Bank; and

WHEREAS, by Third Modification and Extension Agreement (hereinafter "Third Consolidation") dated April 30, 1987, recorded in Book 7222, page 620, Register's Office for Davidson County, Tennessee, Bank and Borrower agreed to ratify and confirm the Consolidated Indebtedness and the liens securing the same, to extend the maturity of the Consolidated Indebtedness and the indebtedness evidenced by the Fourth Note; and

WHEREAS, by Fourth Modification and Extension Agreement (hereinafter "Fourth Consolidation") dated July 1, 1990, recorded in Book 8243, page 173, Register's Office for Davidson County, Tennessee, Bank and Borrower agreed to ratify and confirm the Consolidated Indebtedness and the indebtedness evidenced by the Fourth Note; and

WHEREAS, First Tennessee Bank National Association, is the owner and holder of the Consolidated Indebtedness and the indebtedness evidenced by the Fourth Note, secured by the First Trust Deed, Second Trust Deed, Third Trust Deed and Fourth Trust Deed (collectively hereafter, the "Trust Deeds"); and

WHEREAS, Richard B. Gossett and Tracey L. Coleman were appointed Substitute Trustees in the place and stead of David G. Williams and Thomas F. Baker, IV, said appointment having been set forth in Book 8504, page 83, Register's Office for Davidson County, Tennessee; and

WHEREAS, default was made in the payment of the debt and obligation secured by the Trust Deeds and the undersigned, as Substitute Trustee, was required by First Tennessee Bank National Association, the owners and holders of the debt, to advertise and sell the property conveyed by said Deed of Trust in compliance with the provisions thereof; and,

WHEREAS, the undersigned, as Substitute Trustee, did in compliance with the provisions of said Deed of Trust, advertise for sale the property conveyed by same, the advertisement of sale having been published in The Nashville Record a newspaper published in Davidson County, Tennessee, in the issues of March 19, 1992; March 26, 1992 and April 2, 1992 of said newspaper, said sale having been advertised for Tuesday, April 14, 1992 commencing at 12:00 Noon, at the South door of the Courthouse in and for Metropolitan Nashville and Davidson County, Tennessee, at which time and place same was offered for sale and sold; and,

WHEREAS, said sale was made subject to prior liens and encumbrances, including liens of real estate taxes, and any applicable restrictions, building lines, and easements; and

WHEREAS, the highest and best bid for said property was then and there made by First Tennessee Bank National Association, to wit: a bid of Two Million Four Hundred Sixty Thousand and 00/100 Dollars ($2,460,000.00) for said property, which bid was then and there accepted by the undersigned as Substitute Trustee.

NOW, THEREFORE, for the consideration named, and for and in consideration of the compliance with the terms of said bid, the undersigned, Tracey L. Coleman, as Substitute Trustee, has bargained and sold, and does by these present bargain, sell and convey unto the said First Tennessee Bank National Association, the property advertised and sold as hereinabove recited, situated, lying and being in the County of Davidson, State of Tennessee, and more particularly described as follows:

Being a parcel of land in the First Civil District, Nashville, Davidson County, Tennessee, bounded on the southwest by Mt. View Road and on the southeast by Bell Road, more particularly described as follows:

Beginning at a point in the northeast margin of Mt. View Road, being the southerly corner of Parcel J-2, Hickory Hollow Mall, Section 3;

Thence, with the easterly line of J-2, N 37° 00' E, a distance of 288.77 feet;

Thence, S 78° 00' E, a distance of 349.65 feet;

Thence, with the southwesterly line of Parcel J-3, S 53° 00' E, a distance of 244.96 feet;

Thence, S 20° 48' E, a distance of 208.72 feet to a point in the northerly margin of Bell Road;

Thence, S 69° 12' W, a distance of 347.03 feet to a concrete monument;

Thence, with a curve to the right having a central angle of 57° 48', a radius of 67.90 feet, a chord bearing N 81° 54' W, 65.64 feet, a curve length of 68.51 feet to a concrete monument;

Thence, with the northeasterly margin of Mt. View road, N 53° 00' W, a distance of 496.12 feet to a concrete monument;

Thence, with the northeasterly margin of Mt. View road, N 53° 00' W, a distance of 496.12 feet to the point of beginning.

Containing 5.87 acres, more or less.

TO HAVE AND TO HOLD, unto the said First Tennessee Bank National Association, its successors and assigns, in fee simple, forever.

The undersigned Substitute Trustee believes the title hereby conveyed to be good except for prior liens of record, including those described herein above, and including any prior liens for taxes and any applicable taxes, building liens and easements, but warrants same against the lawful claims of all persons claiming by, through and under a conveyance from the undersigned as Substitute Trustee, under the provisions of the above described deed of trust, and not further or otherwise.

IN WITNESS WHEREOF, the said Tracey L. Coleman, as Substitute Trustee, has hereunto set her hand this 14th day of April, 1992.

Tracey L. Coleman
Substitute Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Vicki R. Schmitz, a Notary Public in and for said State and County duly commissioned and qualified, Tracey L. Coleman, Substitute Trustee, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand at office, this 14th day of April, 1992.

Notary Public

My Commission Expires: 7-24-93

****

PROPERTY OWNER: First Tennessee Bank National Association
PROPERTY ADDRESS: 771 Bell Road, Antioch, Tennessee
Send Tax Bills To: First Tennessee Bank National Association
1919 North Roan Street
Johnson City, Tennessee 37601
Attn: William L. Flagle, Jr.

MAP 163/PARCEL 307

BOOK 8691 PAGE 919

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

I hereby swear or affirm that to the best of Affiant's knowledge, information and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater is and Two Million Four Hundred Sixty Thousand and 00/100 Dollars ($2,460,000.00) which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

SUBSCRIBED AND SWORN to before me this 14TH day of April, 1992.

Notary Public

My Commission Expires: 7-24-93

0.1.9.1.5.

IDENTIFICATION REFERENCE

APR 15 11 10 AM '92

CLIFF Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

PICK-UP

0804 04/15 0101 03CHECK 9115.00

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 8601 PAGE 950

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 2460000.00	
			CON TX 9102.00	
			PRFEE 1.00	
			WDEED 12.00	
			TOTAL 9115.00	
			CHECK 9115.00	
04/15/92	01		11:10 0001 0804	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

O. I. 9. I. 5.

IDENTIFI REFERENCE

APR 15 11 10 AM '92

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 521662