JUN 29 12 03 PM '92
IDENTIF. REFERENCE

23467

This instrument prepared by:
Lea W. Stouffer
Farris, Warfield & Kanaday
17th Floor
Third National Bank Bldg.
Nashville, TN 37219

Address New Owner(s) as Follows:	Send Tax Bills To:	Map and Parcel No.:
Third National Bank in Nashville 444 James Robertson Parkway Nashville, TN 37219	Same	Map 86-12 Parcels 60, 59, 65 Map 87-13 Parcel 30

grael

SUCCESSOR TRUSTEE'S DEED
AND BILL OF SALE

This instrument is made and entered into on this the 26th day of June, 1992 by Lea W. Stouffer, Successor Trustee (the "Successor Trustee").

WHEREAS, by Deed of Trust, Assignment of Leases and Security Agreement dated the 22nd day of June, 1990, of record in Book 8137, page 315, Register's Office for Davidson County, Tennessee (the "Deed of Trust"), Robert E. Potter, Jr. and wife, Kellye W. Potter (collectively, the "Potters") conveyed to Mark E. Morrison, Trustee, the hereinafter described Real and Personal Property (as hereinafter defined and collectively referred to herein as "Property") to secure payment to Third National Bank in Nashville of certain indebtedness described in the Deed of Trust (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 secured by the Deed of Trust declared the Deed of Trust to be in default; and

WHEREAS, the lawful holder of the Indebtedness, Third National Bank in Nashville, appointed Lea W. Stouffer to serve as Successor Trustee in place of Mark E. Morrison in accordance with the terms of the Deed of Trust by an instrument of record in Book 8638, page 563, said Register's Office; and

WHEREAS, the lawful holder of the Indebtedness, Third National Bank in Nashville, directed the Successor Trustee to sell the Property held as security under the Deed of Trust as provided therein, and the Successor Trustee caused notice to be published in The Nashville Record that the Property would be sold at 11:00 a.m. on June 26, 1992, at the south (main) door of the Davidson County Courthouse in Nashville, Tennessee, such advertisement appearing in said paper on June 4, 1992, June 11, 1992 and June 18, 1992; 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 the Property to Third National Bank in Nashville, at the price of Forty Four Thousand and No/100 Dollars ($44,000.00), this being the highest, last and best bid.

NOW, THEREFORE, I, Lea W. Stouffer, Successor Trustee as aforesaid, in consideration of the premises and the sum of Forty Four Thousand and No/100 Dollars ($44,000.00), to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto Third National Bank in Nashville, 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 easements and other appurtenances to the Real Property, and together with all tenements, emblements, and hereditaments, including but not limited to all buildings, structures and other improvements now or hereafter located on the Real Property, minerals and mineral rights, royalties, flowers, shrubs, crops, trees and timber, and together with all trade, domestic and ornamental fixtures now attached to the Real Property, and all accessions and additions thereto and replacements thereof, including, but not limited to, the following items, which are recognized in the Deed of Trust as fixtures: all heating, air conditioning, freezing, lighting, laundry, incinerating and power equipment; engines; pipes; pumps; tanks; motors; conduits; switchboards; plumbing; lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus; boilers, ranges, furnaces, oil burners and units thereof; appliances, air-cooling and air-circulating apparatus; central vacuum cleaning systems; elevators; escalators; shades, awnings, doors, screens; storm doors and windows; stoves; refrigerators; attached cabinets and shelves; partitions; ducts; compressors; rugs, carpets, tiling, linoleum, and other floor coverings; chandeliers and other lighting fixtures; paneling, woodwork, molding, millwork, and other decorative trimwork; ceiling tiles and panels; and draperies, and together with any leases and contracts affecting the Real Property and all rents, income, or profits which are now due by reason of the renting, leasing or bailment of all or part of the Real Property; and together with any and all awards or payments, including interest thereon, and the right to receive the same, as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to, taking of, or decrease in the value of the Real Property, to the extent of all amounts which may be secured by the Deed of Trust (all of the above, including Tracts 1 and 2, are hereinafter referred to as the "Real Property"), but no further or otherwise, located in Davidson County, Tennessee, and more particularly described as follows, to wit:

Tract #1:

Being Lot No. 89, 90 and 95, Section 6, Valley Grove of record in Plat Book 5200, page 583, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete legal description.

Tract #2:

Being Lot No. 21 on the Plan of Central Valley Forrest of record in Plat Book 5800, page 72, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete legal description.

Tracts 1 and 2 being the same property conveyed to Robert E. Potter, Jr. and wife, Kellye W. Potter, by warranty deed from Robert E. Potter, of record in Book 8137, page 312, Register's Office for Davidson County, Tennessee.

In accordance with Tennessee Code Annotated Section 47-9-501(4), the sale of the Real Property described above will be combined with a sale of the personal property described in the Deed of Trust (the "Personal Property"), which includes but is not necessarily limited to the following:

All fixtures and personal property owned by the Potters and located on or acquired for installation on or used in the operation of the Real Property, including, but not limited to, all construction materials, goods, equipment, inventory, and fixtures, and all accessions, additions and replacements thereof and on all warranties and guarantees relating thereto and all presently owned contract rights, accounts and general intangibles pertaining to the Real Property or the Potters' operation of an enterprise thereon (including, without limitation, the Potters' rights under any maintenance or management contract(s) and the right to use any name associated with the Real Property), together with all products and proceeds of the foregoing, including insurance proceeds.

The street addresses of the Real Property are as follows:

Lot 89 - 4132 Woodway Lane, Hermitage, Tennessee, which is unimproved real property.
Lot 90 - 4128 Woodway Lane, Hermitage, Tennessee, which is unimproved real property.
Lot 95 - 4108 Woodway Lane, Hermitage, Tennessee, which is partially improved real property.
Lot 21 - 4352 Central Valley Drive, Hermitage, Tennessee, which is unimproved real property.

To have and to hold the Real Property, together with the Personal Property, free from the equity of redemption and all other rights of redemption, homestead, dower and all other exemptions and marital rights, including but not limited to the statutory right of redemption set forth in Tennessee Code Annotated Section 66-8-101, all of which are expressly waived and conveyed in the Deed of Trust, and as provided in, but only to the extent provided in, said Deed of Trust.

Grantee hereunder accepts title to the Property and all improvements thereon in an AS IS WHERE IS condition, and without representation or warranty from Successor Trustee as to any matter whatsoever. Without limiting the foregoing, SUCCESSOR TRUSTEE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ADDITIONALLY, SUCCESSOR TRUSTEE 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, INCLUDING WITHOUT LIMITATION THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT ("CERCLA") OR SIMILAR FEDERAL AND STATE LEGISLATION (COLLECTIVELY, THE "ENVIRONMENTAL LAWS"). Grantee accepts title to the Property subject to any problems arising out of or in connection with deterioration of any improvements thereon, violations of the Environmental Laws, and potential flood hazards.

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. Such 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) 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.

Lea W. Stouffer
Lea W. Stouffer,
Successor Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Connie L. Edwards, a Notary Public of the State and County aforesaid, personally appeared Lea W. Stouffer, 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 26th day of June, 1992.

Connie L. Edwards
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 Forty Four Thousand and No/100 Dollars ($44,000.00).

Affiant

Subscribed and sworn to before me this the 29 day of June, 1992.

Notary Public

My commission expires: 3/25/95

5987 06/29 0101 03CHECK
-5-
178.60

6253E/06-26-92



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

RECEIVED OF _____

FOR _____

BOOK 8663 PAGE 234

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 44000.00
CON TX 162.80
PRFEE 1.00
TDEED 15.00
[illegible] CO
TDEED 15.00-
WDEED 15.00
TOTAL 178.80
CHECK 178.80

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

06/29/92 01 12:39 0001 5907

JUN 29 12 38 PM '92

FELIX Z. WILSON, II REGISTER DAVIDSON COUNTY, TN.

IDENTIF. REFERENCE

23467.

No. 545604