Box 41

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

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Address New Owner(s) as Follows:	Send Tax Bills To:	Map and Parcel No.:
6507 Brownlee Dr. Nashville, TN 37205	same	Map 141-15 Parcel 71

TRUSTEE'S DEED

This instrument is made and entered into on this the 7th day of August, 1992, by W. Fred Williams, Trustee (the "Trustee").

WHEREAS, by Deed of Trust dated the 6th day of September, 1988, of record in Book 7645, page 691, Register's Office for Davidson County, Tennessee (the "Deed of Trust"), Kevin B. Cleary, an unmarried person, conveyed to W. Fred Williams, Trustee, the hereinafter described real estate (the "Property"), to secure payment to Barry Stouffer and wife, Lea Stouffer (collectively, the "Lender") 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 Lender, 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, Lender directed the Trustee to sell the Property held as security under the Deed of Trust as provided therein, and the Trustee caused notice to be published in the Nashville Record that the Property would be sold at 11:00 a.m. on August 7, 1992 at the main (south) door of the Davidson County Courthouse in Nashville, Tennessee, such advertisement appearing in said paper on July 16, 1992, July 23, 1992, and July 30, 1992; and

WHEREAS, the 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 Barry Stouffer and wife, Lea Stouffer, at the price of Seventy Thousand and No/100 Dollars ($70,000.00), this being the highest, last and best bid.

NOW, THEREFORE, I, W. Fred Williams, Trustee as aforesaid, in consideration of the premises and the sum of $70,000.00, to to be credited against the Indebtedness owed to Lender, by these presents do transfer and convey unto Barry Stouffer and wife, Lea Stouffer, their heirs, successors and assigns (collectively, the "Grantee") all of my right, title and interest in and to the Property, together with any and all improvements, tenements, hereditaments and appurtenances, all easements serving or benefiting the Property, and any or all fixtures and improvements now attached to the Property, but no further or otherwise, located in Davidson County, Tennessee, and more particularly described as follows, to wit:

> Land in Davidson County, Tennessee, being Lot No. 224 on the Plan of Rolling River Estates, Phase "10", of record in Book 6200, Page 53, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to Kevin B. Cleary by deed from Barry Stouffer and wife, Lea Stouffer, of record in Book 7645, page 686, Register's Office for Davidson County, Tennessee.

The Property is improved property.

The street address of the Property is 1024 River Ridge Terrace, Nashville, Tennessee 37221.

To have and to hold the aforesaid Property, together with all improvements thereon as described above, free from the equity of redemption and all other rights of redemption, statutory or otherwise (including, without limitation, those rights of redemption contained in Tennessee Code Annotated Section 66-8-101 et seq.), homestead, dower and all other exemptions and marital rights, as provided in, but only to the extent provided in, the 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 Trustee as to any matter whatsoever. Without limiting the foregoing, TRUSTEE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ADDITIONALLY, 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 Property lying within the bounds of any roads, streets, or highways.

(4) Such 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 Property.

(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 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 Trustee on this the day and date first above written.

W. Fred Williams,
Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Tamara W. Fogarty, 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 Trustee, and that he as such Trustee being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his name as Trustee.

Witness my hand and seal, at office in Nashville, Tennessee, this 7th day of August, 1992.

Tamara W. Fogarty
Notary Public

My commission expires: 9-16-95

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is Seventy Thousand and No/100 Dollars ($70,000.00).

Lea Stouffer
Affiant

Subscribed and sworn to before me this the 7th day of August, 1992.

Tamara W. Fogarty
Notary Public

My commission expires: 9-16-95

8799 08/07 0101 03CHECK 272.00

35131

IDENTIF. REFERENCE

AUG 7 3 23 PM '92

DAVIDSON COUNTY, TN.

6372E/08-07-92

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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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 70000.00
CON TX 259.00
PRFEE 1.00
WDEED 12.00
TOTAL 272.00
CHECK 272.00

08/07/92 01 15:24 0001 8799

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

35131

IDENTIF. REFERENCE

AUG 7 3 23 PM '92

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY TN.

No. 558605