PICK-UP
AUG 11 10 19 AM '92
DAVIDSON COUNTY, TN
IDENTIFICATION REFERENCE
35717

This Instrument Prepared By:
PAUL S. PARKER
DODSON, PARKER & BEHM
400 REALTORS BLDG., 306 GAY STREET
NASHVILLE, TENNESSEE 37201

Address New Owners as follows:	Send Tax Bills To:	Map & Parcel No.:
Robert L. Musto and Marillan J. Musto 211 Baltusrol Road Franklin, Tennessee 37064	SAME	09D 76151 # 149 142-9-D

DEED OF TRUST TRUSTEE'S DEED

This deed is executed effective as of the 10th day of April, 1992 from Paul S. Parker as Grantor, in his capacity as Deed of Trust Trustee, but no further or otherwise, to ROBERT L. MUSTO and MARILLAN J. MUSTO, husband and wife, as Grantees.

WITNESSETH:

WHEREAS, on April 17, 1990, DONALD J. CARNES and JOANNE B. CARNES, husband and wife, residents of Davidson County, Tennessee, executed a Deed of Trust (the "Deed of Trust") to Paul S. Parker, Deed of Trust Trustee, to secure the prompt payment of certain indebtedness payable to ROBERT L. MUSTO and MARILLAN J. MUSTO, husband and wife, (the "Beneficiaries"), which indebtedness is evidenced in part by a Deed of Trust Note (the "Note") as is more particularly described in the Deed of Trust, which is of record in the Register's Office of Davidson County, Tennessee in Book 8093, Page 926, to which reference is hereby made; and

WHEREAS, default was made in the payment of the Note and the performance of the covenants made in the Deed of Trust, by reason of which the entire balance owing thereunder was declared to be due and payable; and

WHEREAS, by virtue of the power and authority vested in me as Deed of Trust Trustee under the Deed of Trust, at the request of the Beneficiaries, being the owner and holder of the indebtedness secured thereby, and for the purposes of effecting payment in satisfaction of the indebtedness, including principal, interest, attorneys fees and cost of sale, I, Paul S. Parker, as Deed of Trust Trustee, but no further or otherwise, did on Friday, April 10, 1992, commencing at 11:30 o'clock a.m. (CDT) pursuant to advertisement published in the Nashville Record in the editions of March 26, April 2, and April 9, 1992 offer for sale and sell at public outcry to the highest and best bidder for cash, in bar of all equities of redemption, statutory redemption, dower and homestead, the hereinafter described real estate, at which such sale ROBERT L. MUSTO and MARILLAN J. MUSTO, husband and wife, became highest and best bidders at and for the sum of Seventy Thousand and NO/100 Dollars ($70,000.00); and

WHEREAS, the proceeds of such sale have been applied in payment of the advertising charge of the Nashville Record, attorneys fees, all other costs of sale, the secured indebtedness senior to that secured by the Deed of Trust, and the balance applied as a payment for credit on the Note thereby secured;

NOW, THEREFORE, I, Paul S. Parker, Deed of Trust Trustee, but no further or otherwise, exercising the power and authority vested in me, and in bar of the equities of redemption, statutory redemption, dower and homestead, do hereby sell, transfer and convey unto ROBERT L. MUSTO and MARILLAN J. MUSTO, husband and wife, as Grantees, the following described real estate having an address of 1105 General George Patton Drive, in Nashville, Davidson County, Tennessee, to wit:

Land in Davidson County, Tennessee:

Unit No. 1105, together with the Carport designated No. 1105-C, in River Plantation, Section Six, Phase One, a Condominium, a Horizontal Property Regime, located on Sawyer Brown Road and General George Patton Road, Nashville, Davidson County, Tennessee, as shown on the plat of River Plantation, Section Six, Phase one, Condominium Apartments, recorded in Book 5200, pages 359 and 360, Register's office for Davidson County, Tennessee, and described in a Master Deed recorded in Book 5794, Page 526, Register's office for Davidson County, Tennessee, to which reference is hereby made. The easements, restrictive covenants, conditions and regulations imposed upon and relating to the apartments, property, co-owners and tenants of River Plantation, Section Six, Phase One, Condominium Apartments, contained in the Master Deed and By-Laws appended thereto, recorded in Book 5794, Page 526, Register's Office for Davidson County, Tennessee, are incorporated in this deed by reference and made a part hereof the as same as though copied herein.

Being the same property conveyed to Donald J. Carnes and Joanne B. Carnes, husband and wife, by Warranty Deed of record at Book 6126, Page 613, Register's office for Davidson County, Tennessee.

The above described property is improved property.

The sale was advertised and made as trustee only, without covenants or warranties of title, express or implied, subject to any governmental zoning or subdivision ordinances and further subject to any unpaid taxes or assessments owing on the property and this conveyance is so made. This property is being sold AS IS, WHERE IS, without representations or warranties of any kind whatsoever, whether expressed or implied. Without limiting the foregoing, THIS PROPERTY IS BEING SOLD WITHOUT ANY IMPLIED WARRANTIES OF MERCHANTABILITY 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.

However, Grantor, as Deed of Trust Trustee, but no further or otherwise, hereby assigns and sets over to Grantee all of the covenants and warranties contained in the Deed of Trust and in any prior deed referred to in said Deed of Trust, together with all rights and benefits of the covenants and waranties to Grantor made in the said Deed of Trust, insofar as he can or ought as Deed of Trust Trustee, but no further or otherwise.

Title to the property described above is conveyed subject to all liens, easements, covenants, conditions, encumbrances, and restrictions which are prior to the lien of the said Deed of Trust and any unpaid ad valorem or other taxes.

STATE OF TENNESSEE:
COUNTY OF DAVIDSON:

The actual consideration or value whichever is greater, for this transfer is $70,000.00.

Subscribed and sworn to before me this the 27TH day of July, 1992.

Affiant

Notary Public

My Commission Expires: My Commission Expires Oct. 24, 1994

IN WITNESS WHEREOF, I, Paul S. Parker, as Deed of Trust Trustee, but no further or otherwise, have executed this instrument to be effective this 10th day of April, 1992.

PAUL S. PARKER
DEED OF TRUST TRUSTEE

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Paul S. Parker, Deed of Trust Trustee, with whom I am personally acquainted (or proved to me on this basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee this the 24th day of July, 1992.

Cindy Alexander
NOTARY PUBLIC

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

MY COMMISSION EXPIRES: May 22, 1993

9459 08/11 0101 03CHECK 272.00

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

RECEIVED OF _____

FOR _____

BOOK 8698 PAGE 951

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

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

08/11/92 01 10:20 0001 9459

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IDENTIFI REFERENCE

AUG 11 10 19 AM '92

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 559252