This instrument prepared by:

Farris, Warfield & Kanaday
201 Fourth Avenue, North
Suite 1700
Nashville, Tennessee 37219

BOOK 8717 PAGE 339

Address New Owner(s) as Follows:	Send Tax Bills To:	Map and Parcel No.:
Third National Bank in Nashville 201 Fourth Avenue, North Nashville, TN 37219	New Owners	Map 93-9 Parcel 320 Map 93-10, Parcels 17, 18, 46, 49, 50

SUBSTITUTE TRUSTEE'S DEED

This instrument is made and entered into on this the 1st day of September, 1992, by Cynthia N. Sellers, Successor Trustee (hereinafter referred to as "Successor Trustee").

WHEREAS, by Deed of Trust, Assignment of Leases and Security Agreement dated the 6th day of November, 1986, of record in Book 7038, page 18, Register's Office for Davidson County, Tennessee, as amended by First Amendment to Note and Deed of Trust dated November 12, 1987, of record in Book 7405, page 376, and as amended by Second Amendment to Note and Deed of Trust dated November 6, 1988, of record in Book 7750, page 674, said Register's Office (the "Deed of Trust"), C.S., Ltd., a Tennessee general partnership, conveyed to Thomas P. Kanaday, Jr., Trustee, the hereinafter described real estate, to secure payment to Third National Bank in Nashville of a 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 notice was given of such default to C.S., Ltd., a Tennessee general partnership, 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, appointed Cynthia N. Sellers to serve as Successor Trustee in place of Thomas P. Kanaday, Jr. in accordance with the terms of the Deed of Trust by an instrument of record in Book 8688, page 451, 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 o'clock a.m. on September 1, 1992, at the front door of the Davidson County Courthouse in Nashville, Tennessee, such advertisement appearing in said paper on August 13, 1992, August 20, 1992 and August 27, 1992, and sent a copy of such notice to C.S., Ltd., a Tennessee general partnership 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 property for sale, and after opening the floor for competitive bids, sold said property to Third National Bank in Nashville, at the price of One Million Five Hundred Thousand and No/100 Dollars ($1,500,000.00), 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

$1,500,000.00, 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 real estate, together with any and all machinery, apparatus, goods, equipment, personal property, fixtures, contract rights, buildings, improvements, appurtenances, easements, and privileges thereunto belonging, of whatever nature or kind erected or hereinafter erected therein or thereon, but no further or otherwise, located in Davidson County, Tennessee, and more particularly described as follows, to wit:

TRACT I

Being a tract of land located in the first civil district of Metropolitan Nashville and Davidson County, Tennessee as being morely particularly described as follows:

Being at a P.K. nail located in the westerly right of way margin of Tenth Avenue South where said right of way margin intersects the southerly right of way margin of Demonbreum Street; thence, following the westerly right of way margin of Tenth Street South and the face of the Cummins Station loading dock curb S 27 degrees, 8' 8" east the distance of 780 feet to an iron pin located in the westerly right of way margin of Palmer Place where it intersects the westerly margin of Tenth Avenue South; thence, following the westerly margin of Palmer Place S 41 degrees, 14' 39" east a distance of 160 feet to an iron pin; thence, S 48 degrees 26' 0" east the distance of 100 feet to an iron pin; thence S 65 degrees, 26' 18" east a distance of 33.8 feet to an iron pin; thence, S 82 degrees, 5' 41" east a distance of 63.96 feet to an iron pin; thence, leaving Palmer Place and following the westerly boundary of Dale Perry, Jr., and J. Grandstaff Property, S 7 degrees 53' 18" west a distance of 123.96 feet to a P.K. nail in the northerly right of way margin of Hay Street; thence, following the northerly right of way margin of Hay Street N 82 degrees 4' 0" west a distance of 75 feet to an iron pin located where the northerly margin of a ten foot alley intersects northerly right of way margin of Hays Street; thence, following the northerly margin of said alley N 49 degrees 21' 46" west a distance of 25.02 feet to an iron pin located in said alley margin where said alley becomes wider; thence, continuing with the aforementioned alley margin N 66 degrees 38' 18" west a distance of 30.76 feet to an iron pin located in said alley margin where it becomes 15 feet wide; thence, following the northerly margin of a fifteen foot alley N 49 degrees, 11' 35" west a distance of 79.79 feet to an iron pin; thence, following a curve to the right having a central angle of 7 degrees 22' 54" a radius of 1,165.89 feet for an arc distance of 150.21 feet to an iron pin; thence, following the southerly margin of a

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ten foot alley S 62 degrees 26' 28" west the distance of 15.47 feet to an iron pin located at the end of the ten foot alley and in the easterly boundary of the Louisville and Nashville Railroad property; thence, following said railroad boundary with a curve to the right having a central angle of 14 degrees 39' 10" a radius of 1,180.89 feet for a arc distance of 302 feet to an iron pin; thence, continuing with the easterly boundary of said railroad property and the face of the Cummins Station train loading dock N 26 degrees 58' 35" west a distance of 587.85 feet to an iron pin located in the southerly right of way margin of Demonbreun Street; thence, following said road margin N 62 degrees 47' 25" east a distance of 141.58 feet to the point of beginning.

Tract contains 156,823.5 square feet or 3.6 acres more or less.

Included in the above described tract is a ten foot alley easement or right of way as described in City Council Ordinance 0127, dated May 24, 1906 and as of record in City Council Minute Book 11, page 582, County Clerks Office of Davidson County, Tennessee.

TRACT II

Being a tract of land being located in the first civil district of Metropolitan Nashville and Davidson County, Tennessee, as being more particularly described as follows:

Beginning at an iron pin located in the easterly right of way margin of Tenth Avenue South where said right of way margin intersects the northerly right of way margin of Clark Place; thence, following the easterly right of way margin of Tenth Avenue South N 27 degrees 10' 26" west a distance of 130 feet to a P.K. nail; thence, leaving the margin of Tenth Avenue South N 62 degrees 54' 11" east a distance of 171.15 feet to a P.K. nail located in the westerly margin of Metro Alley #116; thence, following the westerly right of way margin of Metro Alley #116 S 26 degrees 15' 43" east a distance of 130 feet to a P.K. nail located in the northerly margin of Clark Place; thence, following said margin of Clark Place S 62 degrees 53' 54" west a distance of 169.08 feet to the point of beginning.

The tract contains 22,113.5 square feet or 0.51 acres more or less.

Reference is made to the survey of the property dated September 12, 1982, prepared by American Survey and Engineering Company, 3315 Jansing Drive, Nashville, Tennessee, job #83-21.

Being the same property conveyed to C.S., Ltd., a Tennessee general partnership by deed from Washington Manufacturing Company of record in Book 529, page 738, said Register's Office.

This is improved property.

The street address of the property is 210 South Tenth Avenue, Nashville, Tennessee.

To have and to hold the aforesaid real estate, 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 T.C.A. § 66-8-101, et seq.), homestead, dower, elective share, rights of appraisement or valuation, and all other rights and exemptions of every kind, 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 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 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 Successor Trustee on this the day and date first above written.

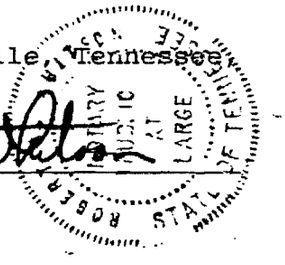
Cynthia N. Sellers
CYNTHIA N. SELLERS,
Successor Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Robert A Whitson, 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 Substitute 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 1ST day of September, 1992.

Robert A Whitson
Notary Public



My commission expires: 9-24-94

2096 09/01 0101 03CHECK 5571.00

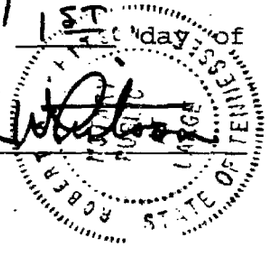
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is One Million Five Hundred Thousand and No/100 Dollars ($1,500,000.00).

Affiant

Subscribed and sworn to before me this the 1ST day of September, 1992.

Robert A Whitson
Notary Public



My commission expires: 9-24-94

41605

IDENTIFICATION REFERENCE

SEP 1 1 37 PM '92

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

RECEIVED OF _____

FOR _____

BOOK 8717 PAGE 344

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT 1500000.00
CON TX 5550.00
PRFEE 1.00
WDEED 20.00
TOTAL 5571.00
CHECK 5571.00

09/01/92 01 13:40 0001 2096

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

41605

IDENTIFICATION REFERENCE

SEP 1 1 33 PM '92

DAVIDSON COUNTY, TN

No. 565793