Box 41

This instrument prepared by: [LOT 22]

Lea W. Stouffer
Farris, Warfield & Kanaday
17th Floor
Third National Bank Bldg.
Nashville, TN 37219

BOOK 8853 PAGE 869

Address New Owner(s) as Follows: | Send Tax Bills To: | Map and Parcel No.:

Standard Mortgage Corp. of Georgia
5775-D Peachtree-Dunwoody Road, Suite 100
Atlanta, GA 30342

SAME

41-15-113

SUCCESSOR TRUSTEE'S DEED

This instrument is made and entered into on this the 29th day of January, 1993, by Lea W. Stouffer, Successor Trustee ("Successor Trustee").

WHEREAS, by Deed of Trust dated the 31st day of July, 1986, of record in Book 6938, page 296, Register's Office for Davidson County, Tennessee, (the "Deed of Trust"), James S. Sweeney, Jr. and wife, Patricia M. Sweeney, conveyed to Charles W. Bone, Trustee, the Property (as hereinafter defined), to secure payment of certain indebtedness described in the Deed of Trust (the "Indebtedness"), which Indebtedness is presently held and owned by Standard Mortgage Corporation of Georgia ("Lender") by virtue of an Assignment of record in Book 7573, page 874, said Register's Office; and

WHEREAS, the Indebtedness became overdue and unpaid, and other conditions of default occurred, by reason of which Lender declared the Deed of Trust to be in default; and

WHEREAS, pursuant to the Deed of Trust, Lender previously elected to remove Charles W. Bone as Trustee and appointed I. Dyke Tatum as Successor Trustee, said Appointment being of record in Book 8421, page 530, said Register's Office; and,

WHEREAS, Lender appointed Lea W. Stouffer to serve as Successor Trustee in place of I. Dyke Tatum in accordance with the terms of the Deed of Trust by an instrument of record in Book 8830, page 82, said Register's Office; and

WHEREAS, Lender directed the Successor Trustee to sell the Property as provided in the Deed of Trust, and the Successor Trustee caused notice to be published in The Nashville Record that the Property would be sold at 12:00 o'clock noon on January 29, 1993, at the main (south) door of the Davidson County Courthouse in Nashville, Tennessee, such advertisement appearing in said paper on January 7, 1993, January 14, 1993 and January 21, 1993; 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 Standard Mortgage Corporation of Georgia, at the price of Sixty-Nine Thousand Eighty and 45/100---------- Dollars ($ 69,080.45), 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 $ 69,080.45, to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto Standard Mortgage Corporation of Georgia, 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 improvements erected thereon, and all easements, rights,

appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now a part thereof, but no further or otherwise, located in Davidson County, Tennessee (the "Property"), and more particularly described as follows, to wit:

> Land in Davidson County, Tennessee, being Lot No. 22 on the Plan of Tuckahoe Square of record in Book 6250, page 303, Register's Office for Davidson County, Tennessee, to which plan reference is made for a more complete description.
>
> Being part of the same property conveyed to James S. Sweeney, Jr. and wife, Patricia M. Sweeney, by deed from J. B. Gibbs, Chester Melvin and J. D. Mullican, of record in Book 6520, page 77, Register's Office for Davidson County, Tennessee.
>
> The above property description is the same as that contained in the Deed of Trust.

The Property is improved property.

The street address of the Property is 112 Tuckahoe Square East, Nashville, Tennessee 37207.

To have and to hold the Property, and free from the right of homestead, equity of redemption, statutory right of redemption contained in T.C.A. Section 66-8-101 and all other statutory or elective rights and all other rights and exemptions of every kind, 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 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 ON OR UNDER THE PROPERTY OF HAZARDOUS SUBSTANCES 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 in connection with the Property and/or the improvements located thereon, including, without limitation, 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, including, but not limited to the following: all matters shown on the plan of record in Book 6250, page 303, Register's Office for Davidson County, Tennessee; restrictive covenants contained in the instrument of record in Book 6479, page 766, said Register's Office; easement contained in the instrument of record in Book 6077, page 488, said Register's Office; right-of-way granted in Book 6275, page 707; easement contained in instrument of record in Book 6063, page 770; easement for the flow of Ewing Creek.

(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.

Lea W. Stouffer
Lea W. Stouffer, II
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 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 29th day of January, 1993.

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 Sixty-Nine Thousand Eighty and 45/100---------- Dollars ($ 69,080.45 ).

Dianne Moreira
Affiant

Subscribed and sworn to before me this the 29th day of January, 1993.

Laura S. Griffin
Notary Public

My commission expires: Sept. 24, 1994

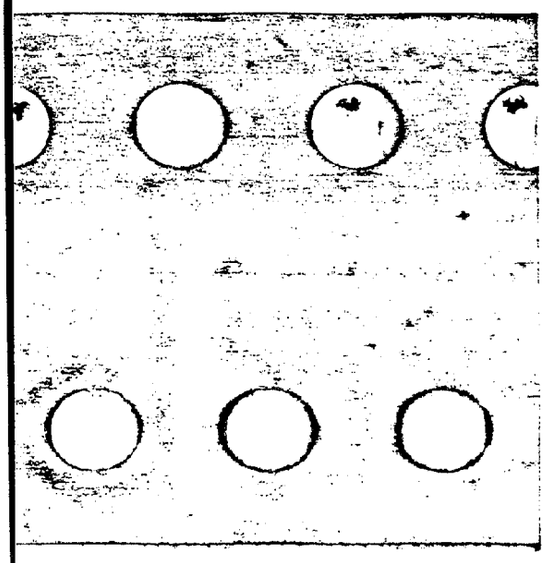
9126 02/01 0101 03CHECK 272.67

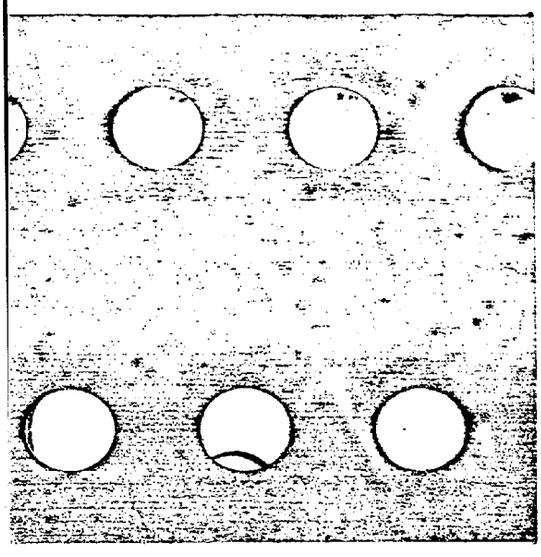
88058

IDENTIFICATION REFERENCE

FEB 1 11 24 PM '93

DAVIDSON COUNTY, TN





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

RECEIVED OF _____

FOR _____ BOOK 8853 PAGE 813

| | | |
|---|---|---|
| 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 69080.45
CON TX 255.67
PRFEE 1.00
WDEED 16.00
TOTAL 272.67
CHECK 272.67

02/01/93 01 16:23 0001 B126

**RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK**

88058

IDENTIFICATION REFERENCE

FEB 1 4 24 PM '93

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

**No.** 616666