This Instrument Prepared by: Stokes & Bartholomew, P.A.
424 Church Street, Suite 2800
Nashville, Tennessee 37219

Send Tax Bills to:
U.S. Department of Housing and Urban Development
Property Disposition Section
251 Cumberland Bend Drive, Suite 200
Nashville, Tennessee 37228-1803

Map & Parcel No.
61-15-199

SUCCESSOR TRUSTEE DEED

WHEREAS, Diantha S. Ewing, unmarried, executed a certain Deed of Trust dated January 30, 1986, to J.G. Palmer, Trustee, of record in Book 6778, page 376, Register's Office for Davidson County, Tennessee, (the "Deed of Trust"), said Deed of Trust having been assigned to Gulf American Mortgage Bankers, Inc., by Assignment of Deed of Trust dated February 6, 1986, not of record, and further assigned to Union Planters National Bank by Transfer and Assignment dated March 31, 1987, not of record, which conveyed certain real property in Davidson County, Tennessee, as more particularly described below; and

WHEREAS, by instrument dated January 20, 1993, and of record in Book 8847, page 108, Register's Office for Davidson County, Tennessee, the owner and holder of the debt secured by said Deed of Trust, Union Planters National Bank, appointed Guilford F. Thornton, Jr. as Successor Trustee in accordance with the provisions contained in said Deed of Trust; and

WHEREAS, as of January 22, 1993, at 8:00 a.m., Central Daylight Time, there were no unreleased tax liens filed by the United States or the State of Tennessee against Diantha S. Ewing in the Register's Office for Davidson County, Tennessee.

WHEREAS, default having been made by failure to comply with the terms, provisions and conditions set forth in that certain Note, dated January 30, 198, executed by Diantha S. Ewing, unmarried, payable to the order of Commerce Union Bank (the "Note"), and in the Deed of Trust, which secures the indebtedness therein described, the said indebtedness so secured being, among others the Note; and

WHEREAS, the entire indebtedness evidenced by the Note, and secured by the Deed of Trust is past due and unpaid, and payment not having been made as demanded, and the owner and holder of said indebtedness having requested said Successor Trustee to foreclose the Deed of Trust as provided therein, the Successor Trustee, after due advertisement as required by law and by the terms of the Deed of Trust offered the real property securing the Note for sale at public outcry at the front door of the Courthouse, Nashville, Davidson County, Tennessee, on the 19th day of February, 1993, at 12:00 o'clock noon, free from all equity of redemption, statutory right of redemption, homestead, dower, and all other rights or exemptions of every kind, all of which are expressly waived in said Deed of Trust, when and where Union Planters National Bank became the highest and best bidder for cash at the price of Forty-One Thousand Nine Hundred Five and 26/100ths Dollars ($41,905.26).

WHEREAS, the said Union Planters National Bank has assigned its interest in the said property to The Secretary of Housing and Urban Development of Washington, D.C., his successors and assigns.

NOW, THEREFORE, in consideration of the premises, and of the payment by Union Planters National Bank the sum of money so paid, receipt of which is hereby acknowledged, the undersigned, Guilford F. Thornton, Jr. acting as Successor Trustee, has bargained and sold, and by these presents does hereby transfer, assign, and convey unto the said Secretary of Housing and Urban Development of Washington, D.C., his successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, being more particularly described as follows, to-wit:

Being Lot No. 17 on the Map of Shadowlawn Subdivision, as of record in Plat Book 1130, page 84, Register's Office for said County, to which plat reference is hereby made for a more complete and accurate description thereof.

Being the same property conveyed to Diantha S. Ewing by deed from Richard A. Vinson and wife, Rebecca J. Vinson, of record in Book 6778, page 373, Register's Office for Davidson County, Tennessee.

Together with all the rents, issues and profits of the property and all damages, proceeds and consideration for acquisition of all or any part of the property through condemnation or exercise of the power of eminent domain.

This is improved property also known as 1417 Norvel Avenue, Nashville, Davidson County, Tennessee.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Secretary of Housing and Urban Development of Washington, D.C., his successors and assigns, in as full and ample a manner as the said Guilford F. Thornton, Jr., acting as Successor Trustee, has power to convey the same, but not further or otherwise.

Said property is conveyed and all covenants and warranties contained herein are, expressly subject to all matters shown on Schedule B of that certain title insurance policy issued under commitment no. 277749 issued by Old Republic National Title Insurance Company.

IN WITNESS WHEREOF, the said Guilford F. Thornton, Jr., acting as Successor Trustee, has hereunto set his hand as of the 19th day of February, 1993.

Guilford F. Thornton, Jr.,
Successor Trustee

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, which ever is greater, for this transfer is $41,905.26.

Affiant

Sworn to and subscribed before me this 19th day of February, 1993.

Notary Public

My commission expires: 9-24-94

STATE OF TENNESSEE NOTARY PUBLIC LARGE

97 I 58

IDENTIFICATION REFERENCE

MAR 3 1 43 PM '93

DAVIDSON COUNTY, TN

8932 03/03 0101 03CHECK 15.00

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public of said county and state, Guilford F. Thornton, Jr., Successor Trustee, the within named bargainor(s), with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 9th day of February, 1993.

Notary Public

My Commission Expires: 9-24-94