THIS INSTRUMENT PREPARED BY:
Charles B. Reasor, Jr.
White & Reasor
3305 West End Avenue
Nashville, TN 37203

Owner: First Security Bank of Tennessee
Send Tax Bills to:
616 Mariott Drive
P. O. Box 305171
Nashville, TN 37230-5171
Map & Parcel: 108-7B-115

TRUSTEE'S DEED

WHEREAS, by Deed of Trust dated November 1, 1985, recorded in Book 6700, Page 265, as modified and assumed in Book 6778, Page 257, Register's Office for Davidson County, Tennessee (the "Deed of Trust"), Timber Lake Joint Venture, conveyed to Everett A. Covington, Jr., Trustee, the real estate hereinafter described, to secure a Note dated November 1, 1985, in the original principal amount of Fifty-Four Thousand and No/100 ($54,000.00) Dollars (the "Note") payable to First Security Bank of Tennessee as successor to Security Federal Savings and Loan Association of Nashville, pursuant to Notice of Merger filed for record January 7, 1993, of record in Book 8835, Page 555, Register's Office for Davidson County, Tennessee, Security Federal Savings and Loan Association of Nashville and First Security Bank of Tennessee, have merged pursuant to a Merger Agreement dated July 30, 1992, the merger was effective December 31, 1992, and the surviving institution is First Security Bank of Tennessee; and,

WHEREAS, Union Title Company, Inc., has been appointed Substitute Trustee (the "Substitute Trustee") by the owner and holder of the Note by an instrument of record in Book 8088, Page 375, Register's Office for said County;

WHEREAS, default having occurred in the terms and conditions of the Note and/or the Deed of Trust, the lawful owner called on the Substitute Trustee, having its primary place of business located at 616 Marriott Drive, P. O. Box 292574, Nashville, Tennessee 37229-2574, to advertise the property for sale (the "Property") pursuant to the provisions of the Deed of Trust. The Substitute Trustee did, therefore, pursuant to the authority vested in it as substitute trustee, and pursuant to the terms and provisions of the Deed of Trust, advertise the Property by publishing a Notice of Sale (the "Notice of Sale") in the Nashville Record, a newspaper published in Davidson County, Tennessee,

advertising the sale of the Property on February 11, 18 and 25, 1993, at the Courthouse in Davidson County, Tennessee, at public outcry to the highest bidder for cash, free from the equity of redemption, homestead, dower and all other exemptions of every kind, but subject to any and all taxes, liens, restrictions, restrictive covenants, easements, setback lines, encumbrances and rights pertaining thereto which may affect the Property.

Pursuant to the Notice of Sale, the Substitute Trustee, at the time and place fixed therein, offered the Property for sale to the highest bidder for cash and sold the Property to First Security Bank of Tennessee, for the sum of Twenty eight Thousand and no/100 ($28000.00) Dollars, this being the highest and best bid received therefor.

The owner and holder of the indebtedness for which the Property was sold having applied the amount of the bid toward payment of the Note and its permissible expenses and fees incurred as of the date of sale, the Substitute Trustee has this day bargained and sold, and does hereby sell, transfer and convey unto First Security Bank of Tennessee, its successors and assigns, the Property located in Davidson County, Tennessee, and more particularly described as follows:

> BEING Unit No. 115 of Timber Lake Condominiums created under Title 66, Chapter 27, Section 101, et. seq., as amended, Tennessee Code Annotated and as established by a Master Deed of record in Book 6549, Page 475, and by Instrument of Clarification at Book 6561, Page 141, Register's Office for Davidson County, Tennessee, together with the undivided percentage interest in the Common Elements appurtenant to said Units, as set forth in Exhibit "A-1" of said Master Deed. Reference is hereby made to the plat of Timberlake Condominiums, as set forth in Exhibit "A-2" of said Master Deed for a more complete identification and description of such Unit.
>
> BEING the same property conveyed to Stephen E. Moore by General Warranty Deed from Timber Lake Joint Venture of record in Book 6778, Page 253, Register's Office for Davidson County, Tennessee.
>
> THE LEGAL DESCRIPTION IS THE SAME AS IN PREVIOUS DEED OF RECORD.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value of this transfer, whichever is greater is $ 28000.00.

F.M. Payne
Affiant

SUBSCRIBED and sworn to before me this 5th day of March, 1993.

L. Scott Wood Jr.
Notary Public

My Commission Expires:
3-23-96

This is improved property known as 309 Timberway Circle, Nashville, Tennessee 37214.

TO HAVE AND TO HOLD the aforesaid real estate, together with all improvements thereon, unto the said First Security Bank of Tennessee, its successors and assigns, in fee simple forever, in bar of the equity of redemption, homestead and dower and all other exemptions of every kind, but subject to any and all taxes, liens, restrictions, restrictive covenants, easements, setback lines, encumbrances and rights pertaining thereto as set forth in the Substitute Trustee's Sale and Foreclosure Notice, attached hereto as Exhibit "A."

The Substitute Trustee does hereby transfer, assign and set over to First Security Bank of Tennessee, its successors and assigns all of the covenants and warranties contained in the Deed of Trust and does hereby warrant the title as fully as it is authorized to do as substitute trustee, subject to any exemptions noted herein and shown of record, but no further or otherwise.

WITNESS MY HAND this 5th day of March, 1993.

UNION TITLE COMPANY, INC.,
SUBSTITUTE TRUSTEE

BY: Pamela P. Hampton
Title: Asst. Vice Pres.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED, a Notary Public, Pamela B. Hampton, with whom I am personally acquainted, who acknowledged that she executed the foregoing instrument for the purposes therein contained and who further acknowledged that she is Assistant Vice President of Union Title Company, Inc., a Tennessee corporation, being authorized to execute the foregoing instrument on behalf of the corporation.

WITNESS MY HAND, at office this 5th day of March, 1993.

R. Scott Wardlaw
NOTARY PUBLIC

MY COMMISSION EXPIRES:
3-23-96

EXHIBIT "A"
SUBSTITUTE TRUSTEE'S SALE AND FORECLOSURE NOTICE

Default having been made in the terms, conditions, provisions, and payments provided for in a certain Deed of Trust dated November 1, 1985, to secure an indebtedness as described therein, executed by Timber Lake Joint Venture to Everett A. Covington, Jr., Trustee, and recorded in Book 6700, Page 265, as modified and assumed in Book 6778, Page 257, Register's Office for Davidson County, Tennessee, said indebtedness is payable to First Security Bank of Tennessee pursuant to Notice of Merger filed for record January 7, 1993, of record in Book 8835, Page 555, Register's Office of Davidson County, Tennessee, Security Federal Savings and Loan Association of Nashville and First Security Bank of Tennessee have merged pursuant to a Merger Agreement dated July 30, 1992. The merger was effective December 31, 1992, and the surviving institution is First Security Bank of Tennessee, the undersigned, Union Title Company, Inc., having been appointed Substitute Trustee, by an instrument recorded in Book 8088, Page 375, said Register's Office and all of the secured indebtedness having become due and payable as provided in said Deed of Trust at the option of the lawful owner and holder of the same; I, Union Title Company, Inc., Trustee, acting upon the demand of First Security Bank of Tennessee, the lawful owner and holder of said indebtedness, to foreclose said Deed of Trust by virtue of the power and authority vested in me as such Trustee, will, on

March 5, 1993

at 11:00 o'clock A.M. at the Front/Main Door of the Courthouse in Nashville, Davidson County, Tennessee, sell at public outcry to the highest bidder for cash, (or credit upon the indebtedness secured if the lawful owner and holder thereof is the successful purchaser) free from equity of redemption, statutory right of redemption, homestead, dower, curtesy, and all other rights and exemptions of every kind, including, but not limited to, a statutory right to an elective share in the Property, which have been expressly waived in said Deed of Trust, the following described real property in Davidson County, Tennessee:

> BEING Unit No. 115 of Timber Lake Condominiums created under Title 66, Chapter 27, Section 101, et. seq., as amended, Tennessee Code Annotated and as established by a Master Deed of record in Book 6549, Page 475, and by Instrument of Clarification at Book 6561, Page 141, Register's Office for Davidson County, Tennessee, together with the undivided percentage interest in the Common Elements appurtenant to said Units, as set forth in Exhibit "A-1" of said Master Deed. Reference is hereby made to the plat of Timberlake Condominiums, as set forth in Exhibit "A-2" of said Master Deed for a more complete identification and description of such Unit.
>
> BEING the same property conveyed to Stephen E. Moore by General Warranty Deed from Timber Lake Joint Venture of record in Book 6778, Page 253, Register's Office for Davidson County, Tennessee.

Said property has an address known as 309 Timberway Circle, Nashville, Tennessee 37214.

Said sale is subject to the following:

1. 1993 Davidson County real property taxes, a lien, but not presently due and payable;

2. Encroachments, overlaps, boundary line disputes and any other matters which would be disclosed by an accurate survey or inspection of the premises;

3. Easements or claims of easements not shown by public records;

4. Sewer Easement of record in Book 5856, Page 80, said Register's Office;

5. Any and all unpaid taxes and special assessments;

6. Any and all restrictions, easements, set-back lines, deeds of trust, or other prior encumbrances of record, including rights of redemption of any governmental agency, state or federal;

7. Any zoning ordinance of the City of Nashville or Davidson County, Tennessee;

8. Title to that portion of the premises embraced within the bounds of any public roads or highways;

9. No warranty, express or implied, is made by the Trustee or the holder of the indebtedness as to the condition of the property or the improvements located thereon;

10. Easement for TV Cable of record in Book 6587, Page 204, said Register's Office;

11. Limitations and conditions imposed by the Horizontal Property Act, as set out in Tennessee Code Annotated, Sec. 64-2701, et. seq.;

12. Terms, provisions, covenants, conditions, easements and rights established by and contained in the Master Deed and Bylaws for Timber Lake Condominiums, filed for record in Book 6549, Page 475, said Register's Office and by Instrument of Clarification at Book 6561, Page 141, said Register's Office;

13. The Plan of record in Book 5200, Page 342, said Register's Office dedicates a public utility and drainage easement which affects a portion of this property;

14. The Plan of record in Book 6250, Page 219, said Register's Office, shows certain setback lines, utility and drainage easements.

The Trustee, at his sole discretion, may at the time and place appointed above for this sale in order to accomplish the most advantageous sale and consequent discharge of his trust obligation under the circumstances, reserves the right to do any or all of the following:

1. By oral announcement, Trustee may elect to adjourn the sale to another time during regular business hours on a different day, but at the same place, so long as no potential purchaser is thereby precluded from placing a bid;

2. By oral announcement, Trustee may elect to delay the sale for a reasonable time during regular business hours, on the same day, to be continued at the same place at the announced time, in order to enable any bona fide bidder to determine and submit a bid, so long as no potential purchaser is thereby precluded from placing a bid; and/or

3. By oral announcement, Trustee may elect to sell the property in such lots, parcels, segments, or separate estates as may accomplish the most advantageous sale and consequent discharge of his or her trust obligation under the circumstances, and to this end Trustee may sell the property first in whole and then in part, and ultimately consummate the sale in whichever manner produces the most advantageous result.

THIS the 4th day of February, 1993.

Union Title Company, Inc.
Substitute Trustee
616 Marriott Drive
Nashville, Tennessee 37230-2574

Insertion Dates: [2/11] [2/18] [2/25]

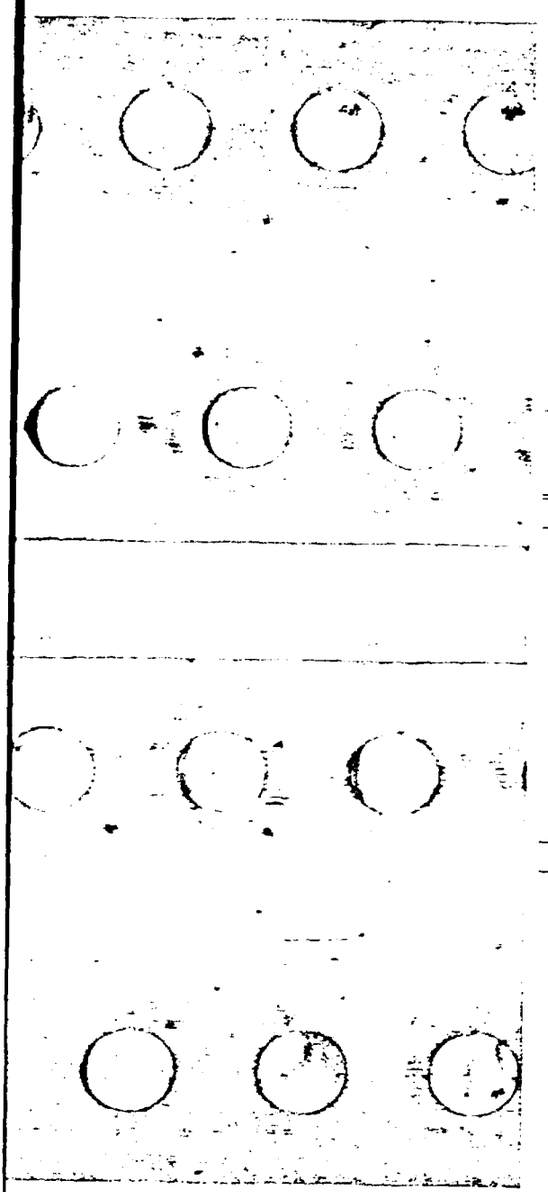
97955

IDENTIFICATION REFERENCE

MAR 5 11 20 AM '93

MAIL ENV.

132.50



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

RECEIVED OF _____

FOR _____

BOOK 8881 PAGE 425

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
			SAMT	25000.00
			DON TX	103.60
			PRFEE	1.00
			MISC	28.00
			TOTAL	132.60
			CHECK	132.60

[illegible] 93 01 11119 0001 9830

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

97955
Collateral Assignment
Mar 15 11:30 AM '23
Felix Z. Wilson II
Register
Davidson County

No. 627392