This instrument prepared by: [Lot 126]

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

Address New Owner(s) as Follows:	Send Tax Bills To:	Map and Parcel No.:
Third National Bank in Nashville 444 James Robertson Pkwy. Nashville, TN 37219 Attn: Foreclosed Properties	SAME	Map 162-9 Parcel 153

SUCCESSOR TRUSTEE'S DEED AND BILL OF SALE

This Successor Trustee's Deed and Bill of Sale is made and entered into on this the 23rd day of April, 1993, by Lea W. Stouffer, Successor Trustee ("Successor Trustee").

WHEREAS, by Deed of Trust, Assignment of Leases and Security Agreement dated August 31, 1989, of record in Book 7929, page 257, Register's Office for Davidson County, Tennessee (the "Deed of Trust"), Bob Potter Company, a Tennessee corporation, conveyed to Mark E. Morrison, Trustee, the hereinafter described Real Property and Personal Property (as hereinafter defined and collectively referred to herein as "Property"), to secure payment to Third National Bank in Nashville (the "Lender") of 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 Lender declared the Deed of Trust to be in default; and

WHEREAS, Lender appointed Lea W. Stouffer to serve as Successor Trustee in place of Mark E. Morrison in accordance with the terms of the Deed of Trust by an instrument of record in Book 8893, page 617, 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 11:30 o'clock a.m. on April 23, 1993, at the main (south) door of the Davidson County Courthouse in Nashville, Tennessee (the "Foreclosure Notice"), such Foreclosure Notice appearing in said paper on April 1, April 8 and April 15, 1993; and

WHEREAS, the Successor Trustee further sent a copy of the Foreclosure Notice to Bob Potter Company, and following the appearance of the Foreclosure Notice in said newspaper the default was not cured; and

WHEREAS, the Successor Trustee at the time, place and date specified in the Foreclosure Notice offered the Property for sale, and after opening the floor for competitive bids, sold the Property to Third National Bank in Nashville, at the price of Sixty-Thousand Seven Hundred and No/100 Dollars ($60,700.00), 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 $60,700.00, 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 Property, together with all easements and other

appurtenances to the real property, and with all tenements, emblements, and hereditaments, including but not limited to all buildings, structures and other improvements now located on the real property, minerals and mineral rights, royalties, flowers, shrubs, crops, trees and timber; and together with all trade, domestic and ornamental fixtures now attached to the real property, and all accessions and additions thereto and replacements thereof, including, but not limited to, the following items, which are recognized by the Grantor and the Lender in the Deed of Trust as fixtures: all heating, air conditioning, freezing, lighting, laundry, incinerating and power equipment; engines; pipes; pumps; tanks; motors; conduits; switchboards; plumbing; lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus; boilers, ranges, furnaces, oil burners and units thereof; appliances, air-cooling and air-circulating apparatus; central vacuum cleaning systems; elevators; escalators; shades; awnings, doors, screens; storm doors and windows; stoves; refrigerators; attached cabinets and shelves; partitions; ducts; compressors; rugs, carpets, tiling, linoleum, and other floor coverings; chandeliers and other lighting fixtures; paneling, woodwork, molding, millwork, and other decorative trimwork; ceiling tiles and panels; and draperies, but no further or otherwise, located in Davidson County, Tennessee, and more particularly described as follows, to wit:

> Land in Davidson County, Tennessee, being Lot No. 126 on the Plan of Section V, Hickory View, as shown on plat of record in Plat Book 6900, page 868, in the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.
>
> Being part of the same property conveyed to Bob Potter Company, a Tennessee corporation, by deed from AAA Realty Company, a Tennessee corporation, of record in Book 7929, page 254, Register's Office for Davidson County, Tennessee (the "Real Property").
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> The above property description is the same as that contained in the Deed of Trust.
>
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>
> Together with all fixtures and personal property presently owned by Grantor and located or acquired for installation on or used in the operation of the Real Property, including but not limited to all construction materials, goods, equipment, inventory and fixtures, and all accessions, additions and replacements thereof and all warranties and guarantees relating thereto and all presently owned contract rights, accounts and general intangibles pertaining to the Real Property or Grantor's operation of an enterprise thereon, including, without limitation, Grantor's rights under any maintenance or management contracts and the right to use any name associated with the Real Property, together with all products and proceeds of the foregoing, including insurance proceeds (the "Personal Property").

The Real Property is improved property.

The street address of the Real Property is 5705 Ashmont Drive, Nashville, Tennessee.

To have and to hold the Real Property, together with the Personal Property, and free from the equity of redemption and all other rights of redemption, homestead, dower and all other exemptions and marital rights, including but not limited to the statutory right of redemption set forth in Tennessee Code Annotated Section 66-8-101, 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 ON OR UNDER THE REAL 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 Real 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 Real Property lying within the bounds of any roads, streets, or highways.

(4) Such prior easements, building lines, recorded plans and restrictions as may be applicable, including, but not limited to the following: Restrictions and easements contained in instrument of record in Book 7802, page 491, Register's Office for Davidson County, Tennessee; all matters shown on the Plan of record in Book 6900, page 868, said Register's Office.

(5) Any rights of redemption or otherwise held by the Internal Revenue Service as provided for in 26 U.S.C. Sub. Sec. 7425(d)(1) and/or any rights of redemption or otherwise held by the State of Tennessee as provided for in T.C.A. Sec. 67-1-1433(c)(1).

(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 Real Property.

(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 restrictions on the transferability of any of the Personal Property (such as licenses, franchises, permits and other items) described above.

(10) Any and all other matters, including, without limitation, liens, easements, restrictions, claims, defects, encumbrances, adverse claims and other matters, if any, 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,
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 Successor 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 23rd day of April, 1993.

Connie L. Edwards
Notary Public

My commission expires: 1/25/97

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is Sixty Thousand Seven Hundred and No/100 Dollars ($60,700.00).

Affiant

Subscribed and sworn to before me this the 26 day of April, 1993.

Lisa Ford
Notary Public

My commission expires: 3/25/95

12815

IDENTIFICATION REFERENCE

APR 26 11 00 AM '93

DAVIDSON COUNTY, TN

57449.1 4/23/93

241.50

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

BOOK 8925 PAGE 773

RECEIVED OF _____

FOR _____

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	60700.00
			CON TX	224.59
			PRFEE	1.00
			WDEED	16.00
			TOTAL	241.59
			CHECK	241.59
04/26/93	01		11:00 0001	9096

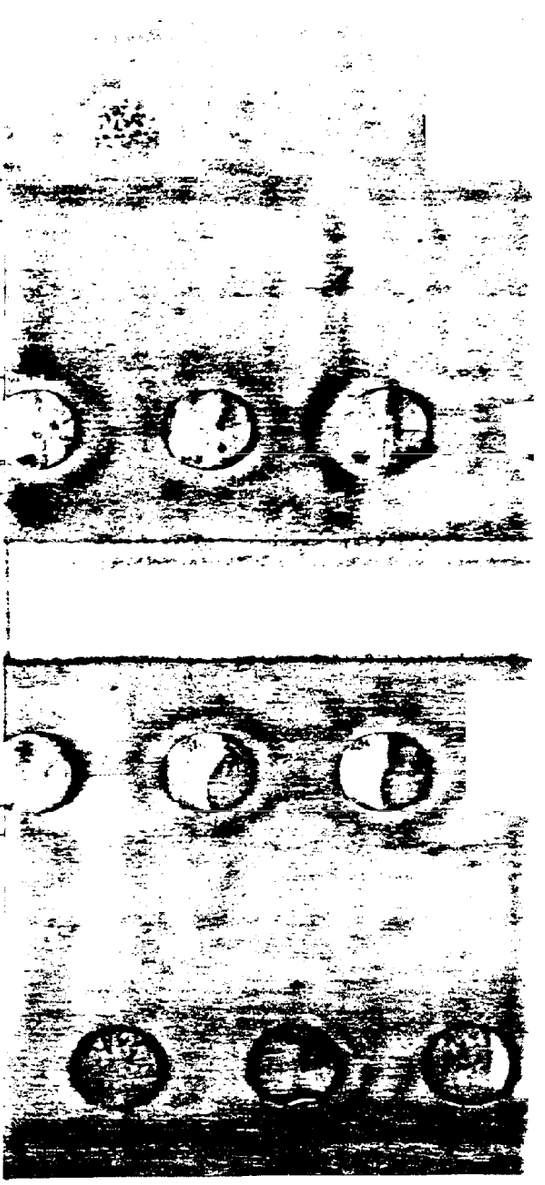
RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

1:28:15

IDENTIFICATION REFERENCE

APR 26 11 00 AM '93

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN



No. 643804