This instrument prepared by:

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 162-10 Parcel 225

SUCCESSOR TRUSTEE'S DEED

This Successor Trustee's Deed is made and entered into on this the 11th day of June, 1993, by Lea W. Stouffer, Successor Trustee ("Successor Trustee").

WHEREAS, by Deed of Trust dated May 24, 1988, of record in Book 7561, page 3, Register's Office for Davidson County, Tennessee, as modified by Deed of Trust Modification Agreement , of record in Book 7785, page 818, said Register's Office (the "Deed of Trust"), Bob Potter Company conveyed to Jonathan J. Foley, Jr., Trustee, the Property (as hereinafter defined), to secure payment to Third National Bank in Nashville (the "Lender") 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 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 Jonathan J. Foley, Jr. in accordance with the terms of the Deed of Trust by an instrument of record in Book 8893, page 619, 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 11:00 o'clock a.m. on June 11, 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 May 20, May 27 and June 3, 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 Fifty Eight Thousand and No/100 Dollars ($58,000.00), 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 $58,000.00, 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 improvements, tenements, hereditaments and appurtenances, all easements serving or benefiting the real estate, and any or all fixtures and improvements now attached to the real estate, but no further or otherwise, located in Davidson County, Tennessee (collectively, the "Property"), and more particularly described as follows, to wit:

> Being Lot No. 99 on the Plan of Hickory View, Section Four, of record in Book 6900, page 373, Register's Office for Davidson County, Tennessee, to which said plan reference is hereby made for a more complete legal description.
>
> Being part of the same property conveyed to Bob Potter Company, a Tennessee corporation, by quitclaim deed from AAA Realty Company, a Tennessee corporation, of record in Book 7561, page 1, 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 5409 Ashlawn Drive, Nashville, Tennessee.

To have and to hold the Property, and free from the equity of redemption and all other rights of redemption, statutory or otherwise, homestead, dower and all other exemptions and marital rights, 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 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: Restrictive covenants contained in instrument of record in Book 7322, page 278, Register's Office for Davidson County, Tennessee; all matters shown on the Plan of record in Book 6900, page 373, 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 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,
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 11th day of June, 1993.

Connie L. Edwards
Notary Public

STATE OF TENNESSEE

My commission expires: January 25, 1997

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is Fifty Eight Thousand and No/100 Dollars ($58,000.00).

Affiant

Subscribed and sworn to before me this the 11th day of June, 1993.

Notary Public

My commission expires: My Commission Expires Sept. 21, 1995

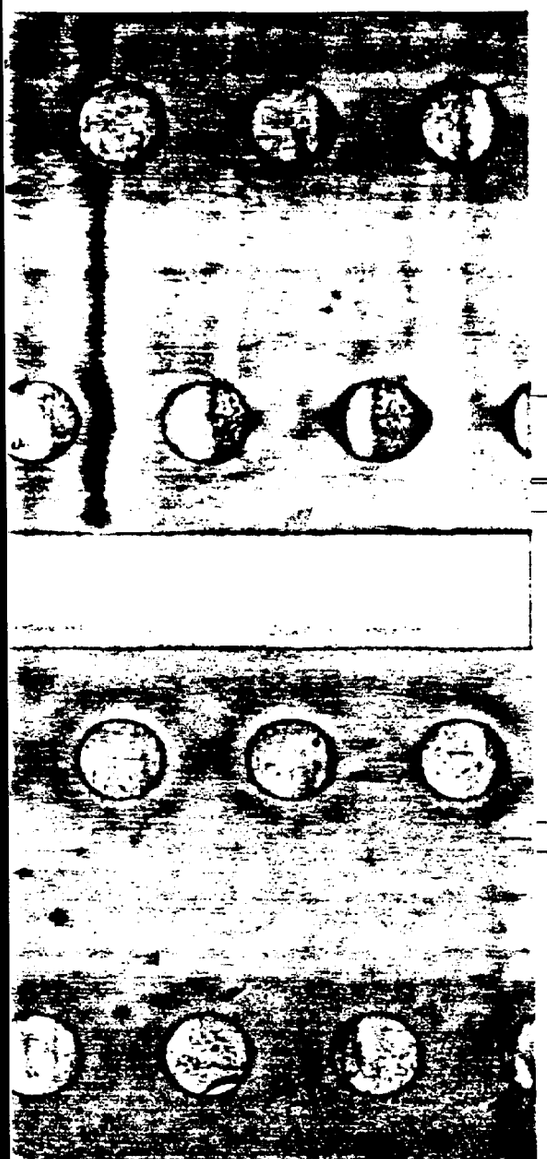
29941

IDENTIFICATION REFERENCE

JUN 14 2 02 PM '93

REGISTER'S OFFICE
DAVIDSON COUNTY, TN

7114 06/14 0101 03CHECK 231.60



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

RECEIVED OF _____

FOR _____

BOOK 8980 PAGE 793

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 58000.00
				CON TX 214.60
				PRFEE 1.00
				WDEED 16.00
				TOTAL 231.60
				CHECK 231.60
			06/14/93 01	14:01 0001 7114

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

2994 I.

IDENTIFI REFERENCE

JUN 14 2 01 PM '93

FELIX Z. WILSON II REGIST
DAVIDSON COUNTY, TN

No. 662399