This instrument prepared by:

William B. Drescher
Farris, Warfield & Kanaday
Seventeenth Floor
Third National Bank Building
Nashville, Tennessee 37219

Address New Owner(s) as Follows:	Send Tax Bills To:	Map and Parcel Nos.:	Field Book Nos.:
NationsBank of TN	Same	148-14-169	05DU-52382
104 North Tryon		148-14-170	05DU-52383
NC-1001-1203		148-14-314	05DU-76577
Charlotte, NC 28255		148-14-238	05DU-52546
ATTN: Mike Newey		148-14-308	05DU-76571
		061-10-234	12DZ-96678

SUCCESSOR TRUSTEE'S DEED

This instrument is made and entered into on this the 27th day of August, 1993, by OVERTON THOMPSON, III, Successor Trustee (hereinafter referred to as "Successor Trustee").

WHEREAS, by Deed of Trust dated the 13th day of September, 1986, of record in Book 6981, page 484, Register's Office for Davidson County, Tennessee (the "Deed of Trust"), THE POTTER GROUP, a Partnership, conveyed to JONATHAN J. FOLEY, JR., Trustee, the hereinafter described real estate, to secure payment to NATIONSBANK OF TENNESSEE, N.A., successor in interest to Sovran Bank/Central South, which was successor in interest to Williamson County Bank, the original payee, 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 lawful owner and holder of the Indebtedness secured by the Deed of Trust declared the Deed of Trust to be in default; and

WHEREAS, the lawful holder of the Indebtedness, NationsBank of Tennessee, N.A., appointed Overton Thompson, III, a resident of Davidson County, Tennessee, 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 9023, page 524, said Register's Office; and

WHEREAS, the lawful holder of the Indebtedness, NationsBank of Tennessee, N.A., directed the Successor Trustee to sell the property held as security under the Deed of Trust as provided therein, and the Successor Trustee caused notice to be published in The Nashville Record that the property would be sold at 11:30 a.m. on August 27, 1993, at the south door of the Davidson County Courthouse in Nashville, Tennessee, such advertisement appearing in said paper on August 5, August 12 and August 19, 1993, and sent a copy of such notice to The Potter Group and following such notice the default was not cured; 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 said property to NationsBank of Tennessee, at the price of Ninety Four Thousand Nine Hundred Sixteen and 26/100 Dollars ($94,916.20), this being the highest, last and best bid.

NOW, THEREFORE, I, Overton Thompson, III, Successor Trustee as aforesaid, in consideration of the premises and the sum of $94,916.20, to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto NationsBank of Tennessee N.A., 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

"Grantee") all of my right, title and interest in and to the following described real estate, together with any and all improvements erected on the property and all easements, rights, appurtenances, rents, royalties, mineral, oil, timber and gas rights and profits, water, water rights, and water stock, and all fixtures attached to the property, including replacements and additions thereto, but no further or otherwise, located in Davidson County, Tennessee, and more particularly described as follows, to wit:

LAND in Davidson County, Tennessee, being Lots Nos. 19-A [148-14-169] and 20-A [148-14-170] on the Plan of Zone Lot Division of Lots Nos. 19 and 20, Haywood Forest, Section 2, of record in Book 6250, Page 229, Register's Office for said County, to which said plan reference is hereby made for a more complete legal description.

BEING the same property conveyed to The Potter Group, a Partnership, by Quitclaim Deed from R. E. Potter, Inc., of record in Book 6981, Page 480, said Register's Office.

LAND in Davidson County, Tennessee, being Lot No. 80-B [148-14-314] on the Plan of Zone Lot Division of Lots Nos. 53 - 78, 79 and 80 on the Plan of Haywood Forest, Section 3, of record in Book 6250, Page 240, Register's Office for said County, to which said plan reference is hereby made for a more complete legal description.

LAND in Davidson County, Tennessee, being Lots Nos. 84-A [148-14-238] and 84-B [148-14-308] on the Plan of the Zone Lot Division of Lots Nos. 84, 85 and 86, Haywood Forest, Section 3, of record in Book 6250, Page 226, Register's Office for said County, to which said plan reference is hereby made for a more complete legal description.

LAND in Davidson County, Tennessee, being Lot No. 156-C-B [061-10-234] on the Plan of the Zone Lot Division of Lots Nos. 152 through 156-C on the Plan of Maplewood Heights, Second Subdivision Revised, of record in Book 6250, Page 633, Register's Office for said County, to which said Plan reference is hereby made for a more complete legal description.

BEING the same property conveyed to The Potter Group, a Partnership, by Quitclaim Deed from Bob Potter Company, of record in Book 6981, Page 482, said Register's Office.

This is improved property.

The above-described property is at the following addresses:

Lot 19-A:	132 Brenda Lane, Antioch, TN
Lot 20-A:	128 Brenda Lane, Antioch, TN
Lot 80-B:	405 Gillespie Court, Antioch, TN
Lot 84-A:	4856 Gillespie Drive, Antioch, TN
Lot 84-B:	4858 Gillespie Drive, Antioch, TN
Lot 156-C-B:	3838 Edwards Avenue, Nashville, TN

To have and to hold the aforesaid real estate, together with all improvements thereon as described above, free from the equity of redemption and all other rights of redemption, statutory or

otherwise, including but not limited to T.C.A. § 66-8-101, et seq., as amended from time to time, 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 and/or NationsBank of Tennessee, N.A., 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 OF HAZARDOUS SUBSTANCES ON OR UNDER THE PROPERTY 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 out of or in connection with deterioration of any improvements thereon, violations of the Environmental Laws, and potential flood hazards. By accepting the Successor Trustee's Deed, Purchaser agrees to indemnify and hold the Seller and NationsBank of Tennessee, N.A., harmless from any and all costs, expenses, and liability, including without limitation attorneys' fees, arising out of or in connection with any of the foregoing.

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.

(5) Any rights of redemption or otherwise held by any taxing authority.

(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 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.

Overton Thompson, III
Successor Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, DANA L. KENNEDY, a Notary Public of the State and County aforesaid, personally appeared OVERTON THOMPSON, III, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Successor Trustee, and that he as such Successor Trustee being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his name as Successor Trustee.

Witness my hand and seal, at office in Nashville, Tennessee, this 27th day of August, 1993.

Dana L. Kennedy
Notary Public

My commission expires: 3-22-97

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is Ninety Four Thousand, Nine Hundred Sixteen + 26/100 Dollars ($94,916.26).

Reggie Yates
Affiant

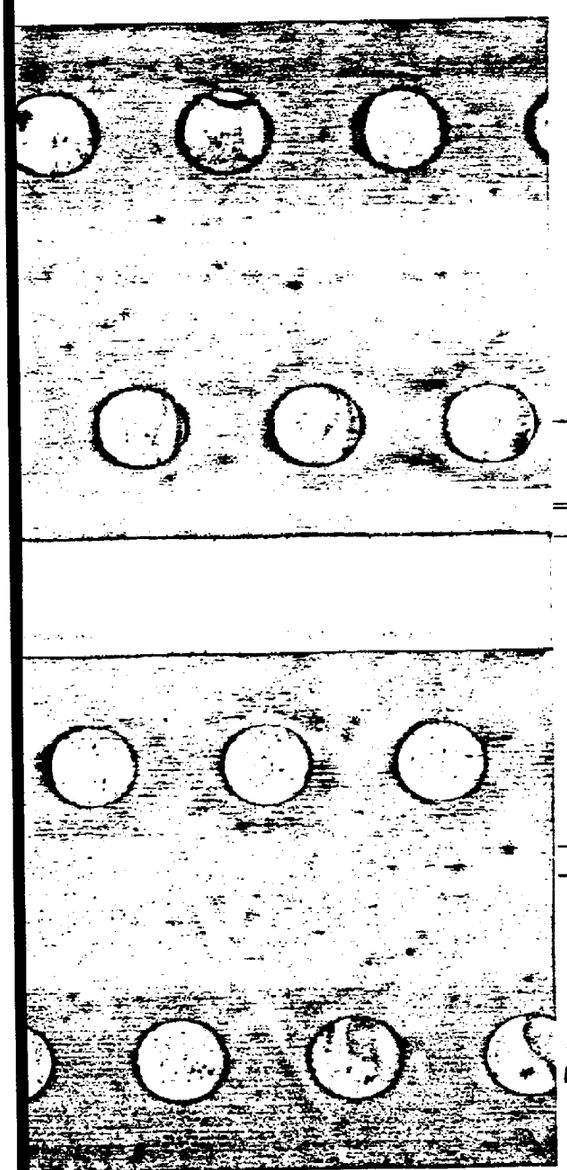
Subscribed and sworn to before me this the 27th day of August, 1993.

Dana L. Kennedy
Notary Public

My commission expires: 3-22-97

56754
IDENTIF. & REFERENCE

93 AUG 27 PM 1:12



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

RECEIVED OF _____

FOR _____

BOOK 9660 PAGE 937

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 94916.26
				CON TX 351.13
				PRFEE 1.00
				WDEED 16.00
				TOTAL 368.13
				CHECK 368.13
			08/27/93 01	16:11 0001 4916

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

56754
IDENTIF. ↑ REFERENCE

93 AUG 27 PM 4:12

REGISTER'S OFFICE
DAVIDSON COUNTY, TENN.

No. 691206