Box A1

This Instrument Was Prepared By:
William B. Drescher, Esq.
Farris, Warfield & Kanaday
Seventeenth Floor
Third National Bank Building
201 Fourth Avenue, North
Nashville, Tennessee 37219

BOOK 9109 PAGE 122

Address of New Owner as Follows:	Send Tax Bills To:	Map and Parcel No.:
		134-0-270
The Prudential Ins. Company of America One Ravinia Dr. Suite 1400 Atlanta, GA 30346	Same	Field Book No.: 05DU-76865

SUCCESSOR TRUSTEE'S DEED
AND BILL OF SALE

This instrument is made and entered into on this the 20th day of August, 1993, by WILLIAM B. DRESCHER, SUCCESSOR TRUSTEE (hereinafter referred to as "Successor Trustee").

WHEREAS, by Deed of Trust and Security Agreement dated the 17th day of January, 1989, of record in Book 7752, page 603, Register's Office for Davidson County, Tennessee, as modified by a Modification and Extension Agreement of record in Book 8607, page 949, said Register's Office (the Deed of Trust and Security Agreement, as modified and amended from time to time, is hereinafter referred to as the "Deed of Trust"), ALEX S. PALMER, an individual, conveyed to STEVEN D. COLLIER and JOHN L. WESTNEY, JR., collectively the TRUSTEE, the hereinafter described real and personal property (as hereinafter defined and collectively referred to herein as "Property") to secure payment to THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation, 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 Prudential Insurance Company of America, 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, The Prudential Insurance Company of America, appointed William B. Drescher, a resident of Davidson County, Tennessee, as Successor Trustee in place of Steven D. Collier and John L. Westney, Jr., collectively the Trustee, in accordance with the terms of the Deed of Trust by an instrument of record in Book 9016, page 491, said Register's Office; and

WHEREAS, the lawful holder of the Indebtedness, The Prudential Insurance Company of America, 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 o'clock a.m. on August 20, 1993, at the south door of the Davidson County Courthouse in Nashville, Tennessee, such advertisement appearing in said paper on July 29, August 5, and August 12, 1993, and sent a copy of such notice to Alex S. Palmer, 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 the Property to THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, at the price of Seven Hundred Fifty Thousand Dollars ($ 750,000.00), this being the highest, last and best bid.

NOW, THEREFORE, I, William B. Drescher, Successor Trustee as aforesaid, in consideration of the premises and the sum of Seven Hundred Fifty Thousand Dollars $ 750,000, to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, its successors and assigns (the "Grantee") all of my right, title and interest in and to the following described Real Property, together with the buildings, constructions and improvements situated on the Real Property including but not limited to all fixtures, attachments, appliances, equipment, machinery and other articles attached or affixed or located thereon owned by the Grantor under the Deed of Trust and situated on the Real Property on the date hereof, all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereto, all rents, issues, profits, royalties, income and other benefits derived from the Property, all right, title and interest, in and to any land lying within the right-of-way of any street, opened or proposed, adjoining the below described real estate and all sidewalks, alleys, and strips and gores of land adjacent to or used in connection with the real estate or the improvements, and all leasehold estates, right, title and interest in and to all ground leases, leases or subleases covering the real estate, the improvements or any portion thereof, but no further or otherwise, which Real Property is located in Davidson County, Tennessee, and more particularly described as follows, to wit:

Being a tract of land lying in Davidson County, Tennessee and being Lot 10, Section Eight, Metroplex as of record in Plat Book 6200, page 317, and being bounded on the north by First American Bank; on the east by Metroplex West and NWI, XI, LTD; and on the south and west by Metroplex Drive and being more particularly described as follows:

Beginning at an iron pin corner common with NWI, XI, LTD in the north right of way line of Metroplex Drive, said pin being located westerly, 1940 feet, more or less, from the centerline of Harding Place;

Thence with the north then the east right of way line of Metroplex Drive the following bearings and distances;

Thence, north 87 deg. 44 min. 00 sec. west 6.00 feet to an iron pin; Thence, on a curve to the right the radius of which is 296.54 feet, the central angle of which is 05 deg. 01 min. 53 sec., the chord of which is north 85 deg. 13 min. 03 sec. west 26.03 feet, along the curve distance of 26.04 feet to an iron pin; thence, south 07 deg. 17 min. 53 sec. west 15.00 feet to an iron pin; Thence, on a curve to the right the radius of which is 311.54 feet, the central angle of which is 49 deg. 13 min. 46 sec., the chord of which is north 58 deg. 05 min. 14 sec. west 259.52 feet along the curve distance of 267.68 feet to an iron pin; Thence, north 33 deg. 28 min. 21 sec. west 375.52 feet to an iron pin corner common with First American Bank in the east right of way line of Metroplex Drive;

Thence, leaving the east right of way line of Metroplex Drive and with First American Bank North 56 deg. 31 min. 39 sec. east 497.56 feet to an iron pin corner common with First American Bank in the west line of Metroplex west;

Thence, with Metroplex West south 10 deg. 27 min. 50 sec. east passing a common corner of Metroplex West and NWI, XI, LTD, a total distance of 337.39 feet to an iron pin;

Thence continuing with NWI, XI, LTD South 02 deg. 16 min. 00 sec. west, 380.90 feet to the point of beginning.

Containing 203,629 square feet (4.675 acres, more or less).

Being the same property conveyed to Alex S. Palmer by deed from Ronald G. Turner, Trustee, of record in Book 6805, page 567, Register's Office for said County.

Together with the personal property (the "Personal Property"), being such of the personal property described in the Deed of Trust which includes, without limitation, all machinery, apparatus, goods, equipment, materials, fittings, fixtures, chattels and tangible personal property, and all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof, owned by the Grantor under the Deed of Trust, and located on the Real Property on the date hereof.

This is improved real property having a street address of 490 Metroplex Drive, Nashville, Tennessee.

To have and to hold the Real Property, together with the Personal Property, in bar of the equity of redemption and all rights of redemption, statutory or otherwise, (including, without limitation, those rights of redemption contained in Tennessee Code Annotated Section 66-8-101 et seq.), homestead, dower, elective share, rights of appraisement or valuation, and all other rights and exemptions of every kind as provided in, but only to the extent provided in, said Deed of Trust.

The Successor Trustee makes no representations or warranties with respect to the quality or quantity of any Personal Property or equipment located on the Real Property and Grantee hereunder accepts title to the Real and Personal Property and all improvements on the Real Property in an AS IS WHERE IS condition, and without representation or warranty from the Successor Trustee as to any matter whatsoever. Without limiting the foregoing, THE SUCCESSOR TRUSTEE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ADDITIONALLY, THE 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 Real and Personal 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.

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, highways, easements and rights-of-way.

(4) All matters shown on the As-Built Survey of Lot 10, Section 8, Metroplex, dated January 6, 1989, prepared by Jerry L. Morrow, Tennessee Surveyor No. 777, of Morrow & Associates, Inc., 2825 Dogwood Place, Nashville, Tennessee 37204, and related Surveyor's Report delivered in connection therewith.

(5) Such prior easements, building lines, recorded plans and restrictions as may be applicable, including, without limitation: the Plan of record in Book 6200, page 317, said Register's Office; restrictive covenants of record in Book 5653, page 11; easements of record in Book 4435, page 50, Book 6976, page 228, and Book 8085, page 444, said Register's Office; and Storm Water Detention Agreements of record in Book 5861, page 405, and Book 6875, page 939, said Register's Office.

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

(7) Rights or claims of parties in possession, including, without limitation, right of PPG Industries, Inc., pursuant to unrecorded lease dated June 11, 1986, as amended by first amendment dated August 29, 1986, by letter dated October 23, 1986 and by second amendment dated December 30, 1986, which lease, as amended, is subject to Subordination, Non-Disturbance and Attornment Agreement of record in Book 7752, page 656, said Register's Office.

(8) Encroachments, overlaps, boundary line disputes or other matters which would be shown by an accurate survey or inspection of the premises.

(9) 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.

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

(11) 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 sale was had.

WITNESS the signature of the Successor Trustee on this the day and date first above written.

William B. Drescher

WILLIAM B. DRESCHER,
Successor Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, PATRICIA A. PARNELL, a Notary Public of the State and County aforesaid, personally appeared WILLIAM B. DRESCHER, 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 20th day of August, 1993.

Patricia A. Parnell
Notary Public

My commission expires: 11-26-94

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is Seven Hundred Fifty Thousand Dollars ($750,000.00).

William B. Drescher
Affiant

Subscribed and sworn to before me this the 20th day of August, 1993.

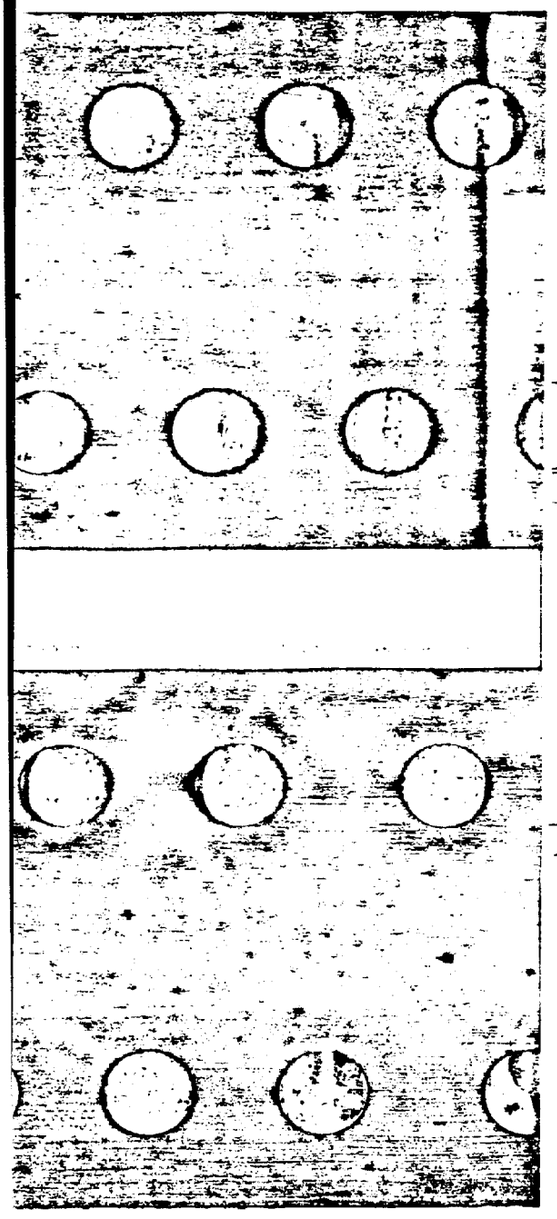
Patricia A. Parnell
Notary Public

My commission expires: 11-26-94

72069
IDENTIF. & REFERENCE

93 OCT -7 PM 3:44
FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN.

9650 10/07 0101 03CHECK 2796.00



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

RECEIVED OF _____

FOR _____

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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 750000.00
				CON TX 2775.00
				PRFEE 1.00
				WDEED 20.00
				TOTAL 2796.00
				CHECK 2796.00
10/07/93	01			15:46 0001 9650

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

72069 IDENTIF. ↑ REFERENCE

93 OCT -7 PM 3:44

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 707538