41

BOOK 9124 PAGE 126

This Instrument Prepared By: WM. B DRESCHER

Farris, Warfield & Kanaday
Suite 1900
Third National Financial Center
424 Church St.
Nashville, Tn 37219

Address New Owner(s) as Follows:

Third National Bank in Nashville
Third National Financial Center
424 Church St
Nashville, TN

Send Tax Bills To:

Same
ATTN; Gray Potter

Map and Parcel No.: 117-15-157 Field Book No.: 16DA-23660

SUCCESSOR TRUSTEE'S DEED

This instrument is made and entered into on this the 22nd day of October, 1993, by WILLIAM B. DRESCHER, Successor Trustee (hereinafter referred to as "Successor Trustee").

WHEREAS, by Deed of Trust dated the 1st day of January, 1980, of record in Book 5555, page 433, Register's Office for Davidson County, Tennessee (the "Deed of Trust"), I. R. SCHULMAN, EMANUEL SCHATTEN and FIRST AMERICAN NATIONAL BANK OF NASHVILLE, IN ITS CAPACITY AS TRUSTEE UNDER THE WILL OF LEWIS D. PRIDE, but no further or otherwise, conveyed to THIRD NATIONAL BANK IN NASHVILLE, Trustee, the hereinafter described real estate, to secure payment of a certain indebtedness described in the Deed of Trust (the "Indebtedness"); and

WHEREAS, default has occurred by failure to comply with the terms and conditions of the Deed of Trust, and the Indebtedness has been declared due and payable as provided in the Deed of Trust and the Indebtedness has not been paid; and

WHEREAS, the lawful holder of the Indebtedness, Third National Bank in Nashville, Trustee, appointed William B. Drescher, a resident of Davidson County, Tennessee, to serve as Successor Trustee in place of Third National Bank in Nashville, Trustee, in accordance with the terms of the Deed of Trust, by an instrument of record in Book 9076, page 930, said Register's Office; and

WHEREAS, the lawful holder of the Indebtedness, Third National Bank in Nashville, Trustee, 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 October 22, 1993, at the south door of the Davidson County Courthouse in Nashville, Tennessee, such advertisement appearing in said paper on September 30, October 7 and October 14, 1993, and sent a copy of such notice to The Estate of I. R. Shulman, Emanuel Schatten and First American National Bank of Nashville, in its capacity as trustee under the will of Lewis D. Pride 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 Third National Bank in Nashville, Trustee, at the price of Eight Hundred Ninety-five Thousand Dollars ($ 895,000.00), 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 Eight Hundred Ninety-five Thousand Dollars ($895,000.00) , 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, Trustee, its successors and assigns ([collectively,] the "Grantee") all of my right, title and interest in and to the following described real estate located in Davidson County, Tennessee, together with any and all buildings, additions, improvements and appurtenances located therein or thereon, but no further or otherwise, and more particularly described as follows, to wit:

Being a parcel of land in the First Civil District of Davidson County, Tennessee, Being a reserve parcel as shown on the Subdivision of Royal Arms Commercial Park, as of record in Book 5060, page 104, R.O.D.C., and being more particularly described according to a boundary and topographic Survey by Barge, Waggoner, Sumner and Carman, Inc., dated April 26, 1979, as follows:

Beginning at concrete monument located on the southerly margin of Richard Jones Road, said monument being 628+ feet east of the easterly margin of Hillsboro Pike; thence with said margin of Richard Jones Road, South 88°53' East, 134.8 feet to an iron pin; thence, leaving said margin South 1°37' West, 249.98 feet to an iron pin; thence, North 88°53' West 129.09 feet to an iron pin; thence North 0°18'30" East, 250.00 feet to the point of beginning, containing 32,982 square feet or 0.76 acres, more or less.

Being part of the property conveyed to Lewis D. Pride, an undivided one-fourth interest, I.R. Schulman, an undivided one-fourth interest, and Emanuel Schatten an undivided one-half interest by deed from William C. Weaver, Jr., R.C. Mathews, Contractors, Inc., a Tennessee corporation, and W.H. Criswell Co., Inc., a Tennessee Corporation, in Book 3707, page 415, R.O.D.C. The said Lewis D. Pride has since died and his interest is vested in First American National Bank of Nashville, Tennessee, as Trustee under his Will which is of record in Will Book 122, page 666, Probate Court for Davidson County, Tennessee.

This is improved property.

The street address of the property is 2019 Richard Jones Road, Nashville, Tennessee 37215.

To have and to hold the aforesaid real estate, together with all improvements thereon as described above, free of all equities of redemption, homestead, dower and other rights or exemptions of every kind 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 the 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 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, Grantee agrees to indemnify and hold the Successor Trustee 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 governmental agency, state or federal, which have not been waived by such governmental agency.

(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.

William B. Drescher

WILLIAM B. DRESCHER,
Successor Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Sylvia Mays, 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 22nd day of October, 1993.

Sylvia Mays
Notary Public

My Commission Expires May 24, 1997

My commission expires:_____

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is Eight Hundred Ninety-Five Thousand Dollars ($ 895,000).

Mary Potter
Affiant Asst. V.P. & TRUST OFFICER

Subscribed and sworn to before me this the 22nd day of October, 1993.

Sylvia Mays
Notary Public

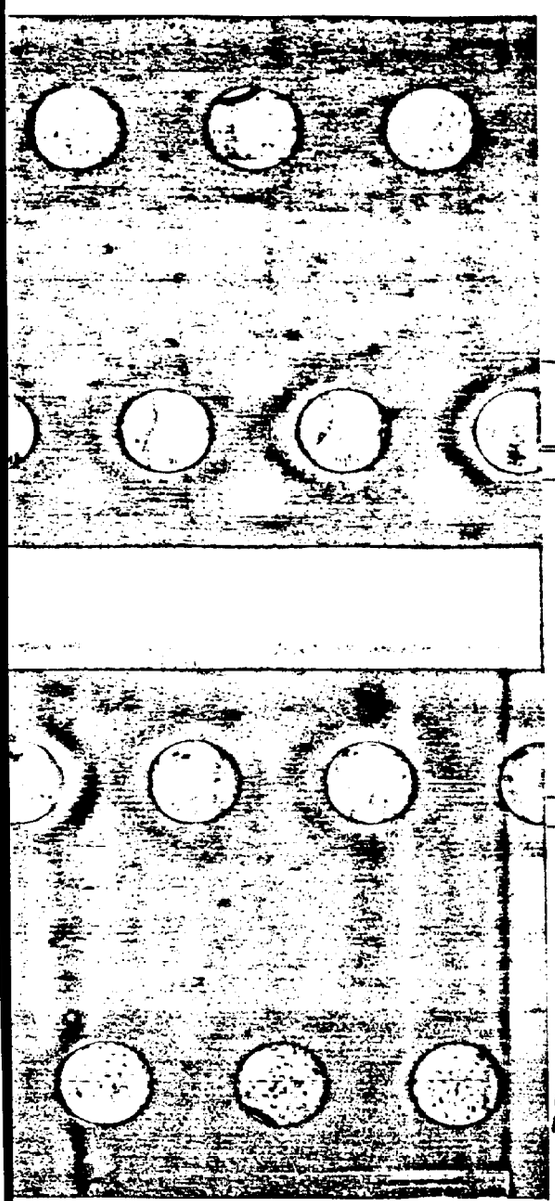
My Commission Expires MAY 24, 1997

My commission expires:_____

77057
IDENTIF. A REFERENCE

93 OCT 22 PM 3:37
REGISTER
DAVIDSON COUNTY, TN.

5075 10/22 0101 03CHECK 3328.50



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

RECEIVED OF _____

FOR _____

BOOK 9124 PAGE 130

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	
				895000.00
			CON TX	3311.50
			PRFEE	1.00
			WDEED	16.00
			TOTAL	3328.50
			CHECK	3328.50
10/22/93	01		15:38 0001	5075

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

93 OCT 22 PM 3:37
FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

77057
IDENTIF. & REFERENCE

No. 712908