Box 37
KTB

SUCCESSOR TRUSTEE'S DEED AND QUITCLAIM BILL OF SALE

BOOK 9275 PAGE 302

Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
Indianapolis Life Insurance Company P.O. Box 1230 Indianapolis, IN 46206 ATTN: Mortgage Loans	134-14-51	NEW OWNER
This instrument prepared by: Boult, Cummings, Conners & Berry (JRH) 414 Union Street, Suite 1600, P.O. Box 198062, Nashville, TN 37219		

WHEREAS, M & M Real Estate Investments, Ltd. (the "Debtor"), by Deed of Trust, Assignment of Rents and Security Agreement (the "Deed of Trust") dated November 30, 1987, transferred and conveyed to Vaden M. Lackey, Trustee, the property described in Exhibit A hereto (the "Property") (the Deed of Trust being of record in Book 7438, page 165, Register's Office for Davidson County, Tennessee); and

WHEREAS, John R. Haynes (the "Successor Trustee") has been appointed as successor trustee by the lawful owner and holder of the indebtedness secured by the Deed of Trust (said Appointment of Successor Trustee being of record in Book 9235, page 453, said Register's Office); and

WHEREAS, the indebtedness secured by the Deed of Trust has become overdue and unpaid after acceleration, and the lawful holder and owner of said debt has called upon the Successor Trustee to foreclose the Deed of Trust; and

WHEREAS, the Successor Trustee, after due advertisement as required by law and as required by the terms of the Deed of Trust, offered the Property and Personal Property (as defined below) for sale to the highest bidder for cash, at public outcry, at twelve o'clock (noon), Friday, March 4, 1994, at the main (south) door of the Davidson County Courthouse, Nashville, Tennessee when and where Indianapolis Life Insurance Company, an Indiana corporation ("Grantee"), became the last and highest bidder for cash at the price of One Million Two Hundred Thousand and No/100 Dollars ($1,200,000.00).

NOW, THEREFORE, in his capacity as Successor Trustee, and not otherwise, and in consideration of the premises and payment of the sum stated above, the receipt and sufficiency of which are acknowledged, John R. Haynes, Successor Trustee hereby conveys the Property to the Grantee and the Grantee's heirs or successors and assigns.

TO HAVE AND TO HOLD the Property in as full and complete manner as the undersigned, in his capacity as Successor Trustee, and not otherwise, has the power to convey the same.

The Successor Trustee, in his capacity as such and not otherwise, hereby further conveys to the Grantee the following described personal property in as full and complete manner as the undersigned, in his capacity as Successor Trustee, and not otherwise, has the power to convey the same:

> All right, title and interest of Debtor in and to all tangible personal property (the "Personal Property") owned by Debtor and now or at any time hereafter located on or at the Property or used in connection therewith, including, but not limited to: all fixtures, fittings, furnishings, appliances, apparatus, equipment, and machinery, including, without limitation, all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, ovens, elevators and motors, bathtubs, sinks, water closets, basins, pipes, faucets and other air conditioning, plumbing, and heating fixtures, mirrors, mantles, refrigerating plant, refrigerators, iceboxes, dishwashers, carpeting, furniture, laundry equipment, cooking apparatus and appurtenances, and all building material, supplies and equipment now located on or hereafter delivered to the Property and intended to be installed therein; all other fixtures and personal property of whatever kind and nature at present contained in or hereafter placed in any building standing on the property; and all renewals or replacements thereof or articles in substitution thereof; and all proceeds and profits thereof and all of the estate, right, title and interest of the Debtor in and to all property of any nature whatsoever, now or hereafter situated on the Property or intended to be used in connection with the operation thereof; all leases and use agreements of machinery, equipment and other personal property of Debtor in the categories hereinabove set forth, under which Debtor is the lessee of, or entitled to use, such items, and all deposits made therefore; and all rents, incomes, profits, revenues, royalties, bonuses, rights, accounts, contract rights, general intangibles and benefits under any and all leases or tenancies now existing or hereafter created of the Property or Personal Property described above, or any part thereof.

The Property and Personal Property described above are collectively referred to herein as the "Premises."

John R. Haynes, as Successor Trustee, and not otherwise, warrants the title to the Premises to the Grantee and Grantee's heirs or successors and assigns, only against the lawful claims of all persons claiming by, through or under him. The Premises are sold "as is" and the Successor Trustee does not make any warranty as to the quantity or quality thereof. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS HEREBY DISCLAIMED.

Words used herein indicating number or gender shall be read as context may require.

Dated this 4th day of March, 1994.

John R. Haynes

John R. Haynes, as Successor
Trustee, and not otherwise

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Karen T. Byrd, a Notary Public in and for said County and State, the within named John R. Haynes, Successor Trustee, the bargainor, with whom I am personally acquainted (or to me proved on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 4th day of March, 1994.

Karen T Byrd

Notary Public
My Commission Expires: 11-26-94

The actual consideration for this transfer or value of the property transferred, whichever is greater, is $1,200,000.00.

John R. Haynes, Agent for Grantee

AFFIANT

Subscribed and sworn to before me this 4th day of March, 1994.

Karen T Byrd

Notary Public
My Commission Expires: 11-26-94

134599/KBYRD
046740-001/ 3/4/94

EXHIBIT A BOOK 9275 PAGE 305

Land in Davidson County, Tennessee being Tract No. 2, Section 6 on the Plan of South Perimeter Park, recorded in Book 6050, Page 283, Davidson County Register's Office, Tennessee, to which plan reference is hereby made for a more complete description. The address of the foregoing property is 3310 Perimeter Hill Drive, Nashville, Tennessee 37211.

TOGETHER WITH: That certain easement for drainage of storm water as described in the Deed of Easement recorded on May 22, 1984 in Book 6297, Page 386 in the Davidson County Register's Office, Tennessee.

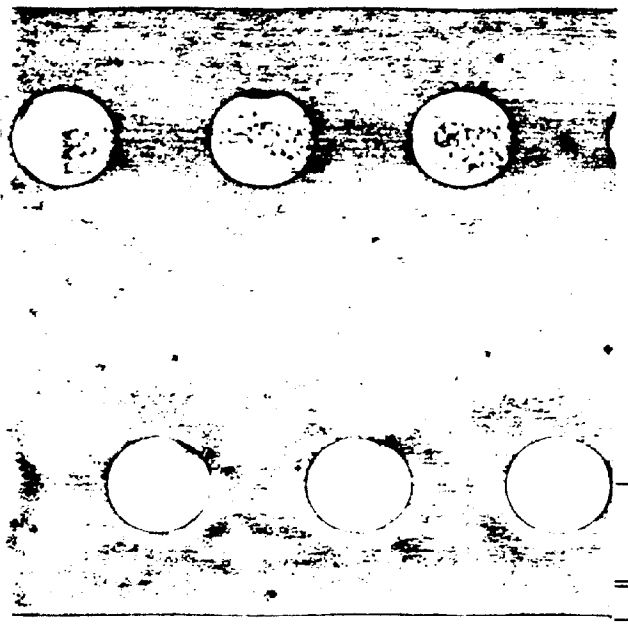
Being the same property conveyed to Debtor by deed from M & M Real Estate Investments, Inc. of record in Book 7410, page 720, Register's Office for Davidson County, Tennessee.

26393
IDENTIFICATION REFERENCE

94 MAR 10 PM 3:49
FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TN.

134599/KBYRD
046740-001/ 3/4/94

0289 03/10 0101 03CHECK 4457.00



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

RECEIVED OF _____

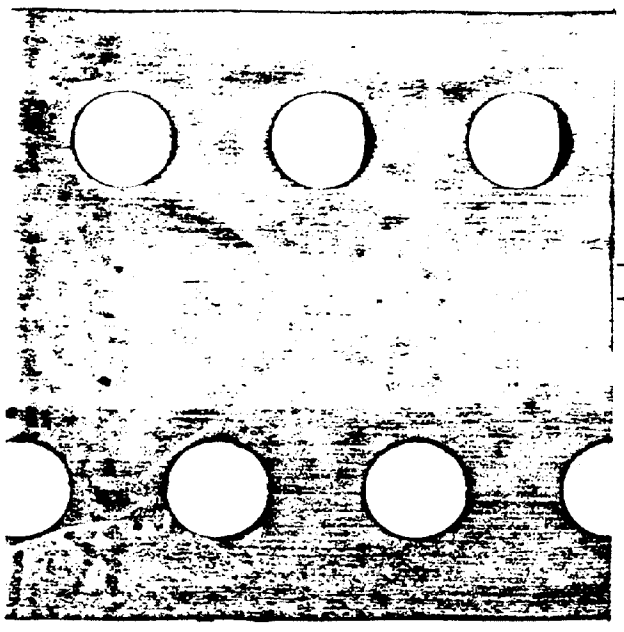
FOR _____

BOOK 9275 PAGE 306

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	1200000.00
			CON TX	4440.00
			PRFEE	1.00
			WDEED	16.00
			TOTAL	4457.00
			CHECK	4457.00
03/10/94	01	15:48	0001	0289

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK



26393
IDENTIF. A REFERENCE

94 MAR 10 PM 3:49
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 765681