BOOK 9287 PAGE 717

This Instrument Prepared By:
Lawless & Associates, P.C.
Nineteenth Floor
First American Center
Nashville, TN 37238-0068

SUBSTITUTE TRUSTEE'S DEED

Address New Owner:	Send Tax Bills To:	Map & Parcel Numbers:
Nashville Bank of Commerce ATTN: Mr. Steve Horn 221 Fourth Avenue North Nashville, TN 37219	Same	Map 82-16 Parcel 272

WHEREAS, **Randolph Hilman, unmarried,** by Deed of Trust (the "Deed of Trust") dated January 5, 1990, transferred and conveyed to **R. Gratten Brown and Charles Neale,** Trustees, the property described in Exhibit A hereto (the "Property"), said Deed of Trust being of record in **Book 8020, Page 193,** Register's Office for Davidson County, Tennessee; and

WHEREAS, a Substitute Trustee has been appointed by the lawful owner and holder of the indebtedness secured by the Deed of Trust said Appointment of Substitute Trustee being of record in **Book 8320, Page 791,** said Register's Office; and

WHEREAS, Randolph Hilman filed a petition for relief pursuant to 11 U.S.C. §101 et seq., in the United States Bankruptcy Court for the Middle District of Tennessee, and by Order of said Court, a true copy of which is attached hereto as Exhibit B, the property was released from the provisions of the Automatic Stay and the Chapter 7 Trustee abandoned his interest in the Property; and

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

WHEREAS, the Substitute Trustee, after due advertisement as required by law and as required by the terms of the Deed of Trust offered the Property for sale to the highest bidder for cash, at public outcry, at 12:00 o'clock P.M., on March 21, 1994, at the Main door of the Courthouse in Nashville, Davidson County, Tennessee, when and where **Nashville Bank of Commerce** ("Grantee") became the last and highest bidder for cash at the price of Forty-Three Thousand and 00/100 Dollars ($43,000.00).

NOW, THEREFORE, in his capacity as Substitute 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, Thomas W. Lawless, as Substitute Trustee, and not otherwise, hereby conveys the Property to the Grantee and the Grantee's successors and assigns.

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

Thomas W. Lawless, as Substitute Trustee, and not otherwise, warrants the title to the Property to the Grantee and Grantee's successors and assigns, against the lawful claims of all persons claiming by, through or under him. The Property is sold, however, without any other warranty as to the quantity or quality thereof; the subject property is further sold "AS IS" and expressly subject to the following:

1. **County Taxes for the year 1994 and subsequent years.**

2. **County Taxes for the year 1993 in the amount of $615.48**

3. County Taxes for the year 1992 in the amount of $799.94

4. County Taxes for the year 1991 in the amount of $907.52.

5. County Taxes for the year 1990 in the amount of $1,015.09.

6. Any and all other restrictions, encumbrances, or liens of any nature.

7. Subject to all matters as shown on Plan Book 1, page 13, Chancery Court at Nashville.

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

Dated this 21st day of March, 1994.

Thomas W. Lawless sub. trustee

Thomas W. Lawless, as
Substitute Trustee, and
not otherwise

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

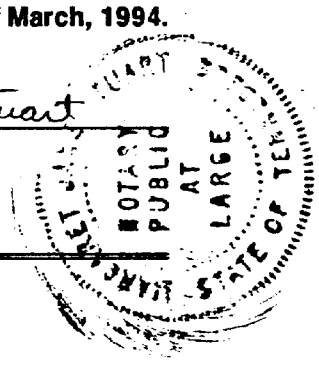
Personally appeared before me, Margaret Jane Stuart, a Notary Public in and for said County and State, the within named Thomas W. Lawless, Substitute Trustee, the bargainor, with whom I am personally acquainted (or to me proved on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 21st day of March, 1994.

My Commission Expires:

May 28, 1995

Margaret Jane Stuart
NOTARY PUBLIC



STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer or value of the property transferred, whichever is greater, is $43,000.00.

Thomas W. Lawless
AFFIANT

Subscribed and sworn to before me this 21st day of March, 1994.

My Commission Expires:

May 28, 1995

Margaret Jane Stuart
NOTARY PUBLIC

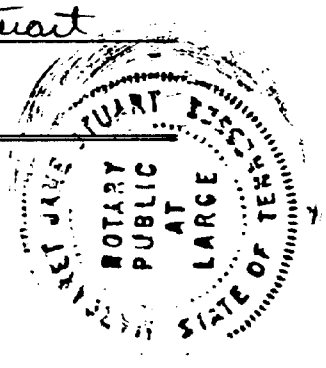


EXHIBIT A

LAND in Davidson County, Tennessee, being Lot No. 109 on the plan of Barrow's Addition to Edgefield, now East Nashville as of record in Plan Book 1, page 13, Chancery Court at Nashville.

SAID Lot No. 109 fronts 50 feet on the southerly side of Fatherland Street and runs back between parallel lines 195 feet to an alley.

BEING the same property conveyed to Randolph Hilman, by deed from Pauline Elizabeth Neighbours, unmarried, as of record in Book 7777, page 493, Register's Office for Davidson County, Tennessee.

EXHIBIT B

BOOK 9287 PAGE 720

RECEIVED FOR ENTRY

FEB 18 1994

BY D. Caldwell
DEPUTY CLERK

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:
Hilman, Randolph

Debtor

Case No. 393-07203-KL3-7
Chapter 7
Judge Keith M. Lundin

AGREED ORDER OF ABANDONMENT AND RELIEF FROM STAY

Come the Debtor, Nashville Bank of Commerce (hereinafter referred to as "NBC"), and the Trustee, by and through their respective attorneys, and enter into this Agreed Order for the purposes of granting NBC relief from the stay pursuant to 11 U.S.C. §362, and in support thereof, would state that NBC holds a valid and properly perfected security interest in One Hundred (100) Shares of Gannett Stock (Certificate No. RU-152003) and a First priority Deed of Trust on real property commonly known as 926 Fatherland Street, Nashville, Tennessee (the Legal description is attached hereto) (the "Collateral"); and the Debtor does not wish to retain the Collateral and has not entered into any reaffirmation agreements with NBC concerning the Collateral; the Debtor is in default and NBC has accelerated or has the right to accelerate the entire debt due NBC; and that the Collateral does not have any equity for the benefit of the estate.

NBC has requested the abandonment of the Collateral from the estate; waiver of any applicable notice for acceleration, right to reinstate, and/or to cure the default in the note, security agreement, deed of trust, etc., if any; and relief from the

automatic stay provisions of 11 U.S.C. §362 in order to enforce the provisions of the security agreement/deed of trust between NBC and the Debtor.

The Trustee, by signing this Agreed Order, hereby abandons the Collateral as burdensome and of inconsequential value to the estate pursuant to 11 U.S.C. §554, (notice of this abandonment is not required, pursuant to Local Rule 3.3, since the equity to the estate in the Collateral being abandoned is less $1,000.00 per item, and less than $2,500.00 in the aggregate.)

IT IS THEREFORE ORDERED that NBC be, and hereby is, granted relief from the automatic stay provisions of 11 U.S.C. §362 to permit NBC to proceed with the enforcement of its security interest/deed of trust in the Collateral, pursuant to applicable state law, including taking immediate possession of the Collateral, selling the Collateral, and applying the net proceeds from said sale to the total outstanding indebtedness due and owing NBC.

IT IS FURTHER ORDERED that Debtor hereby waives and relinquishes any applicable notice period prior to acceleration, or of the right to reinstate or of the right to cure the default as provided in the note, security agreement, deed of trust, etc., or pursuant to applicable law, if any. This is not a waiver of any notice of sale required by any applicable law or agreement.

IT IS FURTHER ORDERED that counsel for NBC shall mail a copy of this Agreed Order, when entered, to all creditors and parties in interest entitled to receive same, pursuant to Rule 1.41, Local Rules of Court, United States Bankruptcy Court, Middle District of Tennessee. Any party in interest objecting to the entry of this

Agreed Order of Abandonment and Relief from Stay shall file a written request for hearing an objection within twenty (20) days of the entry of this Agreed Order with the United States Bankruptcy Court for the Middle District of Tennessee, 2nd Floor, Customs House, 701 Broadway, Nashville, TN 37203, and shall serve a copy of said request for hearing an objection within twenty (20) days of the entry of this Agreed Order upon the Trustee, counsel for the Debtor, and counsel for NBC. Any such request for hearing an objection shall set forth with specificity the factual or legal basis for said objection. In the event of a timely written request for hearing an objection being filed, the United States Bankruptcy Court for the Middle District of Tennessee will set a hearing on said objection. If no timely request for hearing or objection is filed, this Agreed Order shall be deemed in all respects proved as of the date of entry for this Agreed Order.

Entered this 18th day of February, 1994.

Keith M. Lundin
United States Bankruptcy Judge

APPROVED FOR ENTRY:

Larry Edmondson

T. Larry Edmondson, Chapter 7 Trustee
808 Broadway, 2nd Floor
Nashville, Tennessee 37203
(615) 254-3765

MAIL TO:

- ✓ All ~~creditors and~~/or parties in interest
- ✓ Debtor(s)
- ✓ Attorney for debtor(s) Roeling Edmo
- ____ Attorney for trustee
- ____ Attorney for plaintiff/movant
- ____ Attorney for defendant/respondent
- ✓ All parties listed on bottom of order Lawless
- ____ All parties listed in cert. of service
- ____ As stated in order
- ____ Debtor's employer
- ✓ U.S. Trustee

FEB 18 19--

(5) ok ____ Walk through

ALL MAILING TO BE DONE BY:
(NOTE: send copy of routing slip)

FEB 18 1994 ok

INTERNAL ROUTING:

- ____ Chief Deputy Clerk
- ____ Courtroom Deputy
- ____ Calendar Clerk
- ____ Conversion Clerk
- ____ Financial Clerk
- ____ Judgment Book
- ____ Discharge Clerk
- ____ Copy to be picked up at front counter by _____

- ____ attorney for debtor
- ____ attorney for movant
- ____ trustee/attorney for trustee
- ____ Other: _____

Thomas W. Lawless, Esq.
Lawless & Associates, P.C.
19th Floor, First American Center
Nashville, TN 37238-0068
(615) 248-1900

Attorney for Nashville Bank of Commerce

William B. Roehrig III
115 Public Square
Gallatin, TN 37066
(615) 452-9400

Attorney for Debtor

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Agreed Order of Abandonment and Relief from Stay was placed in the United States Mail, postage prepaid, to the United States Trustee, 318 Customs House, 701 Broadway, Nashville, TN 37203, on this 1st day of Feb, 1994.

Thomas W. Lawless

30926
IDENTIF. ↑ REFERENCE

94 MAR 23 PM 2:32

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TN.

PICK-UP

Legal Description BOOK 9287 PAGE 724

LAND in Davidson County, Tennessee, being Lot No. 109 on the Plan of Barrow's Addition to Edgefield, now East Nashville, of record in Book 1, page 13, Register's Office for said County, to which plan reference is hereby made for a more complete description.

BEING the same property conveyed to Randolph Hilman by deed from Pauline Elizabeth Neighbours, unmarried, of record in Book 7777, page 493, Register's Office for Davidson County, Tennessee.

5226 03/23 0101 03CHECK 192.10

[redacted]

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 9287 PAGE 725

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 43000.00
CON TX 159.10
PRFEE 1.00
WDEED 32.00
TOTAL 192.10
CHECK 192.10

03/23/94 01 14:33 0001 5226

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

30926
IDENTIF. ↑ REFERENCE

94 MAR 23 PM 2:32

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN.

No. 770545