Mail

PREPARED BY: T. LARRY EDMONDSON
ATTORNEY AT LAW
808 Broadway
Nashville, TN 37203

BOOK 9368 PAGE 168

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP-PAR NO.
Charles D. Spurlock P.O. Box 186 Whites Creek, TN 37189	SAME	082-09-100

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, default was made in the terms, conditions and payments provided for and made in an Installment Deed dated December 4, 1992, executed by P & W Produce Co., Inc. to T. Larry Edmondson, Trustee, of record in Book 8809, Page 480, Register's Office for Davidson County, Tennessee; and

WHEREAS, T. Larry Edmondson, Trustee, caused said real property to be advertised in accordance with the provisions of said Installment Deed, advertising in The Nashville Record three times on April 21st, April 28th and May 5th, 1994 that said property would be sold at 10:00 A.M., prevailing time on Thursday, May 19, 1994, in the front door of the Davidson County Courthouse, Nashville, Tennessee, to be knocked off and sold to the highest, best and last bidder for cash, and free from the equity of redemption, homestead, dower and all other exemptions as provided in said Deed of Trust; but subject to any and all mortgages, liens, claims and unpaid taxes which may be a lien against said property; and

WHEREAS, the Trustee personally appeared and offered said property for sale at public outcry and the highest, best and last bid received was the sum of Fifty Thousand and No/100 Dollars ($50,000.00) by Charles D. Spurlock (hereinafter referred to as "Grantee") and said property was knocked off and sold to the Grantee.

NOW, THEREFORE, in consideration of the premises and sum of Fifty Thousand and No/100 ($50,000.00) cash in hand paid by the Grantee, T. Larry Edmondson, Trustee, has this day bargained and sold and, by the premises, does transfer and convey to Grantee, his heirs and assigns, a certain tract or parcel of land situated in Davidson County, Tennessee, and described as follows:

Land in Davidson County, Tennessee, being part of Lots 8 and 9 in P.A. Smith's Subdivision as shown by plan book No. 57, page 38 of the Register's Office of said County.

Said property begins at a point at the northwest corner of said Lot 9 running thence southward with the east margin of Cherry Street 62-1/2 feet to a point; thence eastward at right angles to Cherry Street 94-1/2 feet to a point or partition fence; thence northward with the line of said fence 88-1/2 feet to a point on the south margin of McGavock Street just 91-3/4 feet to Cherry Street, eastward, thence westward 91-3/4 feet to Cherry Street at the point of beginning.

Being the same property conveyed to P & W Produce Co., Inc. by Installment Deed from Charles D. Spurlock and wife, Virginia Faye Spurlock of record in Book 8809, Page 480, Register's Office for Davidson County, Tennessee.

This is improved property known as 1416 4th Avenue North, Nashville, TN 37208.

To have and to hold the said tract or parcel of land with the appurtenances, estate, title and interest thereto belonging to the Grantee, its/their heirs, successors, and assigns, forever.

And the Trustee covenants with the said Grantee that he is lawfully seized and possessed of said real property as Trustee only, and by the terms of the above-mentioned Installment Deed, has a good right to sell and convey the same and that same is unencumbered except for any and all unpaid taxes that may be a lien against said real estate and prior liens of the Small Business Administration.

The Trustee further covenants and binds himself/his successors and assigns, to warrant and forever defend the title to said real estate to the Grantee, its/their heirs and assigns, against the lawful claims of any persons claiming by or through him as Trustee, but no further or otherwise; it being the intention of the Trustee only to convey to Grantee no greater title in the subject real estate than he received as Trustee and that, as Trustee, he has the right to sell and convey.

This sale is subject to all matters shown on any applicable recorded Plat or Plan; any unpaid taxes which exist as a lien against said property; any restrictive covenants, easements or setback lines that may be applicable; any statutory rights of redemption not otherwise waived in the Installment Deed, including rights of redemption of any governmental agent, state or federal; and any prior encumbrances that may exist against the property. This sale is also subject to any matter that an accurate survey of the premises might disclose.

Witness my hand this 3rd day of June, 1994.

T. LARRY EDMONDSON
Trustee

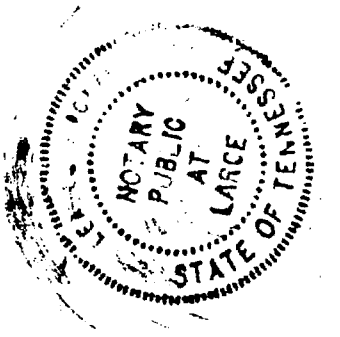
STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public for the State and aforesaid, T. Larry Edmondson, with whom I am personally acquainted, and who, upon oath, acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and seal at office this 3rd day of June, 1994.

Lea D. Rickard
NOTARY PUBLIC

MY COMMISSION EXPIRES: 3-23-96



STATE OF TENNESSEE
COUNTY OF DAVIDSON

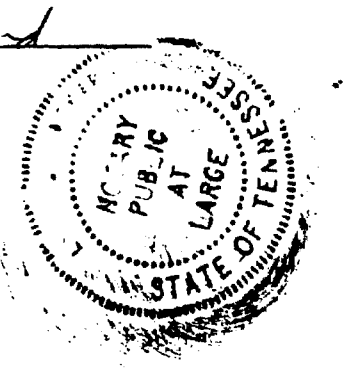
The actual consideration or value, whichever is greater, for this transfer is $50,000.00.

Melissa Smith
AFFIANT

Sworn to and subscribed before me on this 3rd day of June, 1994.

Lea D. Rickard
NOTARY PUBLIC

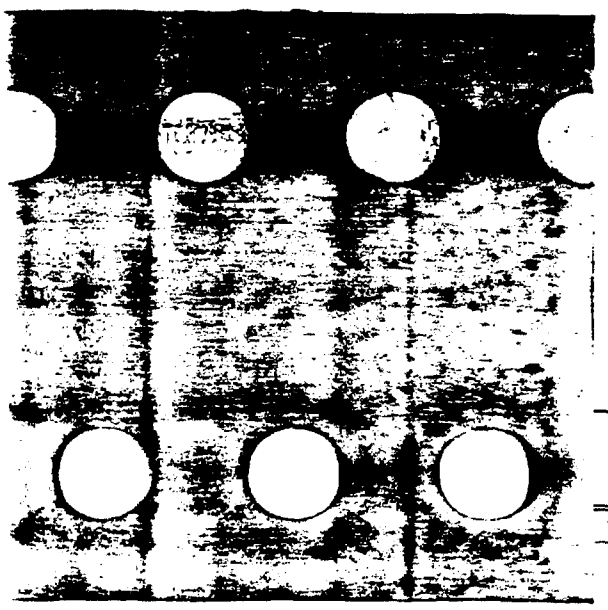
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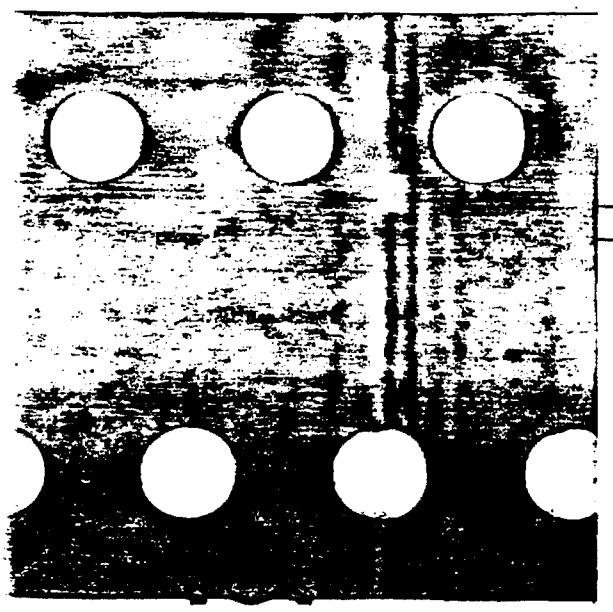


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57400
IDENTIF. & REFERENCE

94 JUN -3 PM 3:38
DAVIDSON COUNTY, TN.





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

RECEIVED OF _____

FOR _____

BOOK 9368 PAGE 171

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	50000.00
CON TX	185.00
PRFEE	1.00
WDEED	12.00
TOTAL	198.00
CHECK	198.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

06/03/94 01 15:39 0001 1926

57400
IDENTIF. & REFERENCE

94 JUN -3 PM 3:38

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TN.

No. 798897