57858

IDENTIFICATION REFERENCE

41

This instrument prepared by:
Julian L. Bibb
FARRIS, WARFIELD & KANADAY
424 Church Street
Suite 1900
Nashville, Tennessee 37219

95 MAY -4 PM 1:38

REGISTER
DAVIDSON CO. TN.

BOOK 9664 PG 369

Address New Owner(s) as Follows:

Third National Bank in Nashville
201 Fourth Avenue North
Nashville, Tennessee 37219

Send Tax Bills To: Same

Map-Parcel No.: 158-4A-9

TRUSTEE'S DEED

This instrument is made and entered into on this the 4th day of May, 1995, by Julian L. Bibb, Trustee (hereinafter referred to as "Trustee").

WHEREAS, by Hypothecation Tennessee Deed of Trust, Assignment of Rents, and Security Agreement dated December 30, 1986, of record in Book 7087, page 523, Register's Office for Davidson County, Tennessee, as subsequently amended ("Deed of Trust"), CRC Equities, Inc. conveyed to Trustee the hereinafter described real estate, to secure payment to Third National Bank in Nashville of certain indebtedness; and

WHEREAS, the indebtedness secured by the Deed of Trust became overdue and unpaid, and other conditions of default occurred, by reason of which the lawful owner and holder of the indebtedness secured by the Deed of Trust declared the Deed of Trust and the indebtedness to be in default; and

WHEREAS, the lawful holder of the indebtedness secured by the Deed of Trust directed the Trustee to sell the property held as security under the Deed of Trust as provided therein, and the Trustee caused notice to be published in The Tennessean that the property would be sold at 10:00 a.m. on May 4, 1995, at the front door of the Courthouse in Davidson County, Tennessee, such advertisement appearing in said paper on April 12th, April 19th, and April 26th, 1995; and

WHEREAS, the 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 unit described below to Third National Bank in Nashville, at the price of $5,000.00, this being the highest, last and best bid for the property described below.

NOW, THEREFORE, I, Julian L. Bibb, Trustee as aforesaid, in consideration of the premises and the sum of $5,000.00, 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, its successors and assigns (collectively "Grantee"), all of my right, title and interest in and to the following described real estate and improvements located thereon, but no further or otherwise, located in Davidson County, Tennessee, and more particularly described as follows, to wit:

> Land in Davidson County, Tennessee, being lot No. 84 on the plan of Otter Wood, Section One Revised, as of record in Book 6900, page 590, Register's Office of Davidson County, Tennessee.
>
> Being part of the property conveyed to Otter Wood, Ltd., by deed from CRC Equities, Inc., of record in Book 7152, page 752, Register's Office of Davidson County, Tennessee.

To have and to hold the aforesaid real estate, together with all improvements thereon, free of all rights of redemption, homestead, dower and other rights or exemptions waived in the deed of trust or exemptions (including without limitation the equity of redemption and statutory rights of redemption), as provided in, but only to the extent provided in, said Deed of Trust.

Said sale is subject to certain easements, restrictions, liens, taxes, etc., including, but not limited to the following:

(1) Any and all unpaid property taxes. Property taxes will not be pro-rated. Grantee assumes full liability for all property taxes.

(2) Any mechanics' and materialmen's liens, filed or unfiled.

(3) Title to that portion of the premises lying within the bounds of any roads, streets, or highways.

(4) Such easements and restrictions as may be applicable.

(5) Any other liens, defects, encumbrances, adverse claims or other matters which take prior over the Deed of Trust under which said foreclosure was held or which affect the land herein conveyed.

(6) Any rights of redemption or otherwise held by the Internal Revenue Service or the State of Tennessee.

(7) Rights or claims of parties in possession.

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

(9) Remaining rights of redemption, if any.

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

Julian L. Bibb, Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, DANA L. KENNEDY, a Notary Public of the State and County aforesaid, personally appeared Julian L. Bibb, 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 Trustee, and that he as such Trustee being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his name as Trustee.

Witness my hand and seal, at office in Nashville, Tennessee this 4th day of May, 1995.

Notary Public

My commission expires: 3-22-97

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is $5000.00.

Affiant

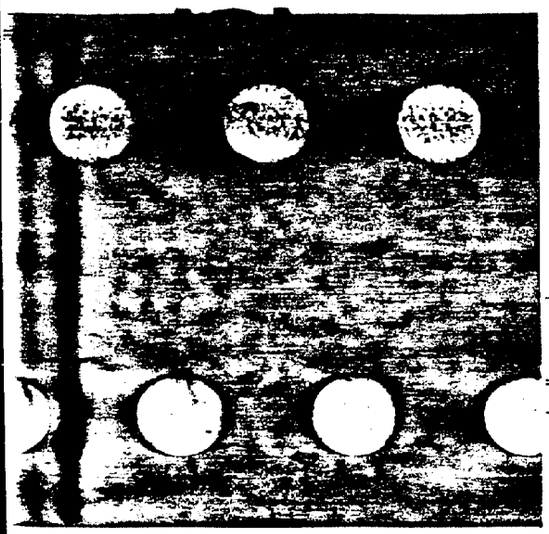
Subscribed and sworn to before me this the 4th day of May, 1995.

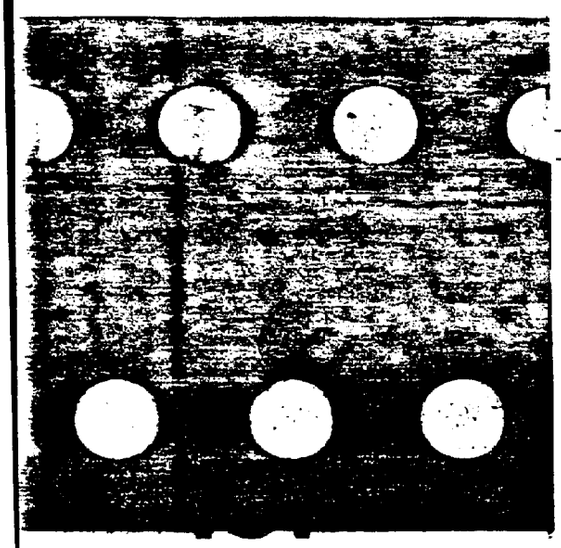
Notary Public

My commission expires: 3-22-97

21.00 03CHECK 31.50

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





RECEIVED OF _____

FOR _____

BOOK 9664 PG 372

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 5000.00
CON TX 18.50
PRFEE 1.00
MISC 12.00
TOTAL 31.50
CHECK 31.50

05/04/95 01 13:43 0001 7764

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

57858
IDENTIF. ↑ REFERENCE

95 MAY -4 PM 1:38
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 907178