BOOK 9928PG123

TRUSTEE'S DEED

Address New Owner(s):
PREPARED BY
Metropolitan Development and
Housing Agency
701 South Sixth Street
Nashville, Tennessee 37206

Send Tax Bills To:

Same - EXEMPT

Map and Parcel Number: 82-7-424

PICK-UP

96 JAN 26 AM 10: 10
FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TN.

IDENTIF. + REFERENCE
0144277

WHEREAS, by Tennessee Deed of Trust, dated March 3, 1992, of record in Book 8565, Page 436, Register's Office of Davidson County, Tennessee, Isaac Goodner, unmarried, conveyed the real property commonly known as 728 North 5th Street, Nashville, Tennessee 37207, described on attached Exhibit "A", which is herein incorporated by reference (the "property") to Gerald F. Nicely, Trustee and his successor in trust, to secure the payment of a promissory note; and

WHEREAS, the aforementioned Deed of Trust contains powers in the Trustee and his successors in trust to sell the property in the event of a default in connection with the indebtedness secured thereby; and

WHEREAS, the indebtedness was not paid in accordance with the terms of said Deed of Trust and default in the payment thereof was declared; and

WHEREAS, the holder and lawful owner of the indebtedness under said Deed of Trust duly appointed Gary D. Wood, as Substitute Trustee, in the place and stead of Gerald F. Nicely, Trustee, who is vested with all the rights, powers and privileges of the Original Trustee named in said Deed of Trust, and said appointment of Substitute Trustee was duly noted in Book 9872, Page 728, Register's Office of Davidson County, Tennessee; and

WHEREAS, at the request of the lawful owner and holder of the indebtedness, the Substitute Trustee gave notice of the time and place of sale, all in accord with the Deed of Trust and the laws of Tennessee by publishing an advertisement for twenty-one (21) consecutive days in the Nashville Record, a newspaper of general circulation, and published in Nashville, Davidson County, Tennessee, said notice being first published on December 28, 1995 and thereafter published on January 4, 1996 and January 11, 1996, with said Notice of Sale advertising the sale of the property to be held on Monday, January 22, 1996, at 11:00 A.M., and

"MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $0.00. THIS IS AN EXEMPT TRANSACTION, GOVERNMENTAL AGENCY IS THE HOLDER OF INDEBTEDNESS."

WHEREAS, on Monday, January 22, 1996 at 11:00 A.M. at the South Door of the Davidson County Courthouse in Nashville, Tennessee being the time and place fixed in said notice, the property was offered for sale at public outcry to the highest bidder for cash (or credit upon the indebtedness secured if the lawful owner and holder (or agent) thereof was the successful purchaser) and in bar of all equities of redemption, homestead, downer, and all other rights or exemptions of every kind, as provided in, but only to the extent provided in said Deed of Trust, and subject to any and all unpaid taxes that may be a lien against the property and subject to any and all other liens and all other matters which take priority over said Deed of Trust; and the Substitute Trustee having received a bid of Five Thousand Five Hundred Thirty-Seven and 73/100 Dollars ($5,537.73) which bid was the last, highest and best bid, and payment having been made by credit upon the indebtedness, the receipt of which is hereby acknowledged.

NOW THEREFORE, in consideration of the foregoing and the sum bid and paid as herein provided, I, Gary D. Wood, Substitute Trustee, do hereby bargain, sell, transfer, convey "the Property" upon the Metropolitan Development and Housing Agency, its successors and assigns ("Grantee").

TO HAVE AND TO HOLD the property, together with the estate, title and interest and all hereditaments, easements, appurtenances and improvements thereto belonging, to the Grantee in fee simple absolute, free from homestead, dower, the equity of redemption, and all other rights or exemptions of every kind of the Grantor as provided, in said Deed of Trust, and subject only to any and all liens, easements, encumbrances, property taxes, statutory right of redemption, if any, and other matters that are prior in right to the lien of the Deed of Trust.

I, Gary D. Wood, Substitute Trustee, do hereby transfer, assign and set over unto Grantee all of the covenants and warranties contained in the Deed of Trust; and, to the extent that I am able to do so a Substitute Trustee, and subject only to the matters herein expressly reserved, I hereby warrant title to the property against the claims of all persons claiming by, through or under me as such Substitute Trustee, but no further or otherwise.

WITNESS my hand as Substitute Trustee on this the 25th day of January 1996.

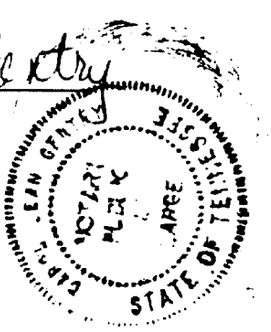
GARY D. WOOD
Substitute Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the aforementioned County and State, personally appeared Gary D. Wood, 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 Substitute Trustee named herein, and who further acknowledged that he as such Substitute Trustee executed the foregoing instrument (Trustee's Deed) for the purposes therein contained, by signing his name as Substitute Trustee.

WITNESS my hand and official seal at office in Nashville, Tennessee on this 25th day of January, 1996.

Carol Jean Gentry
Notary Public



My Commission Expires: January 27, 1996

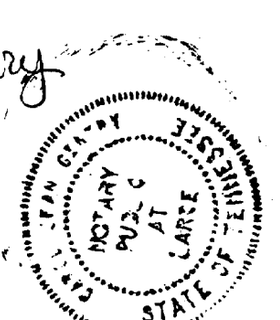
STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or true value, whichever is greater, for this transfer is $5,537.73.

Affiant

Subscribed and sworn to before me this 25th day of January, 1996.

Carol Jean Gentry
Notary Public



Land in Davidson County, being part of an unnumbered tract on the plan of Mrs. Sarah A. Hart's Subdivision of lots in East Nashville, as of record in Book 57, Page 151, Register's Office for said County, described as follows:

Beginning on the westerly margin of North Fifth Street and Arrington Street; thence westwardly 170 feet to the easterly margin of an alley; thence with said alley, southwardly 50 feet; thence eastwardly 170 feet to the westerly margin of North Fifth Street; thence with said Street, northwardly 50 feet to the beginning.

Being the same property conveyed to Vergie Mai Goodner by deed from L. E. Mickle and wife, Bertha Virginia Mickle, of record Book 1780, Page 227, Register's Office for Davidson County, Tennessee. That the said Vergie Mai Goodner was lawfully married to Isaac Goodner on March 3, 1945. The said Vergie Mai Goodner died on October 4, 1969 in Davidson County, Tennessee.

This is improved property also known as 728 North 5th Street, Nashville, Tennessee 37207.

1484 01/26 0101 01CASH 16.00