This Instrument Prepared By:
Richard K. Smith
Parker, Lawrence, Cantrell & Dean
200 Fourth Avenue, North
5th Floor, Noel Place
Nashville, Tennessee 37219

Owner: Regions Bank
of Tennessee
Send Tax Bills To:
616 Marriott Drive
Nashville, TN 37230
Map&Parcel: 161-13-23

BOOK 10138 PG 625

TRUSTEE'S DEED

WHEREAS, Ross C. Adkinson and, William W. Cannon by Deed of Trust, dated August 12, 1988, of record in Book 7627, page 377 of the Register's Office for Davidson County, Tennessee, conveyed to Everett A. Covington, Jr., Trustee, the hereinafter described real property, to secure payment of a Promissory Note as more fully described in said Deed of Trust, payable to Regions Bank of Tennessee, formally First Security Bank of Tennessee as successor to Security Federal Savings and Loan Association of Nashville, pursuant to Notice of Merger filed January 7, 1993, of record in Book 8835, page 555, Register's Office of Davidson County, Tennessee; and

WHEREAS, F. M. Puryear and T. Richard Dean have been appointed Successor Trustees by the owner and holder of said Note by instrument of record in Book 10094, page 140 of Register's Office for Davidson County, Tennessee; and

WHEREAS, default occurred in the terms and conditions of said Note and/or Deed of Trust and the lawful owner called on F. M. Puryear, Successor Trustee, to advertise the property for sale pursuant to the provisions of the Deed of Trust. The Successor Trustee did, therefore, pursuant to the authority vested in him as Successor Trustee, and pursuant to the terms and provisions of said Deed of Trust advertise the property by publishing a Notice of Sale in the Nashville Record, a newspaper published in Davidson County, Tennessee, advertising the sale of the property on July 4, July 11 and July 18, 1996 at the courthouse in Nashville, Davidson County, Tennessee at public outcry to the highest bidder for cash, free from the equity of redemption, homestead, dower and all other exemptions of every kind, but subject to any and all taxes, liens, restrictions, restrictive covenants, easements, setback lines, encumbrances, and rights pertaining thereto which may effect the property.

Pursuant to said Notice of Sale, the Successor Trustee, at the time and place affixed therein, offered the property for sale to the highest bidder for cash and sold said property to Regions Bank of Tennessee, for the sum of Seventy Six Thousand, nine hundred seventy five & 97/100 ($76,975.97), this being the highest and best bid received therefor.

The owner and holder of the indebtedness for which the property was sold having applied the amount of the bid toward payment of its note and its permissible expenses and fees incurred as of the date of sale, the Successor Trustee has this date bargained and sold and does hereby sell, transfer and convey unto Regions Bank of Tennessee , its successors and assigns, the following described real property in Davidson County, Tennessee, and more particularly described as follows:

Land in Davidson County, Tennessee, Being Lot No. 30-B, on the Plan of Zone Lot Division, Lot 30, Section Two, Brentwood Meadows, of record in Book 6250, page 682, Register's Office of Davidson County, Tennessee.

Said Lot No. 30-B fronts 35.4 feet on the westerly margin of Brentwood Meadows Circle and extends back 338.9 feet on the northerly line and 328.8 feet on the southerly line to a line in the rear, measuring 34.8 feet thereon.

TO HAVE AND TO HOLD, the aforesaid real estate, together with all improvements thereon, upon the said Regions Bank of Tennessee, its successors and assigns, in fee simple, forever, in bar of the equity of redemption, homestead and dower and all other exemptions of every kind, but subject to all being put in previous writing.

And the Successor Trustee does hereby transfer, assign and set over to the said Regions Bank of Tennessee, its successors and assigns all the covenants and warranties contained in the aforesaid Deed of Trust, and does hereby warrant the title as fully as he is authorized to do as Successor Trustee, but no further or otherwise. The Property is sold, however, without any other warranty as to the quantity or quality thereof, and expressly subject to the following:

1. Any and all unpaid taxes and assessments, plus interest and penalty, if any.

2. Restrictive Covenants contained in an instrument of record in Book 6291, Page 292, and Book 6250, Page 682, Register's Office for Davidson County, Tennessee, omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin.

3. Subject to all matters shown on the Plan of record in Book 5200, page 782, as amended in Book 6250, Page 682, in said Register's Office.

4. Easement of right-of-way for electric power transmission lines of records in Book 1163, Page 96, and Book 2448, Page 622, said Register's Office.

5. Notes and Restriction on said plat include reference to joint driveway access.

6. Easements for utility services and party walls for use in common with owners of attached and appurtenant improvements.

7. Any and all prior easements, restrictions, encumbrances, or liens of any nature imposed by law and not shown by the public records, including without limitation the right(s) of redemption of any taxing authority.

WITNESS my hand this 31 day of July, 1996.

Successor Trustee

F. M. Puryear

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, THE UNDERSIGNED, a Notary Public, in and for the above state and county, the above-signed F. M. Puryear, with whom I am personally acquainted, or who identified himself to my satisfaction, who acknowledged himself to be the Successor Trustee, and who acknowledged that as such Successor Trustee, he was authorized to sign the foregoing document and duly being sworn he did so sign by affixing his name hereto.

Witness my hand and seal this 31st day of July, 1996.

NOTARY PUBLIC

NOTARY PUBLIC AT LARGE

My Commission Expires: 1-29-00

AFFIDAVIT

The actual consideration or value of this transfer whichever is greater is $Seventy Six and no/100 ($ 76,995.47).

AFFIANT

Sworn to and subscribed before me this 31 day of July, 1996.

NOTARY PUBLIC

My Commission Expires:

1-29-00

0209157
IDENTIF. ↑ REFERENCE

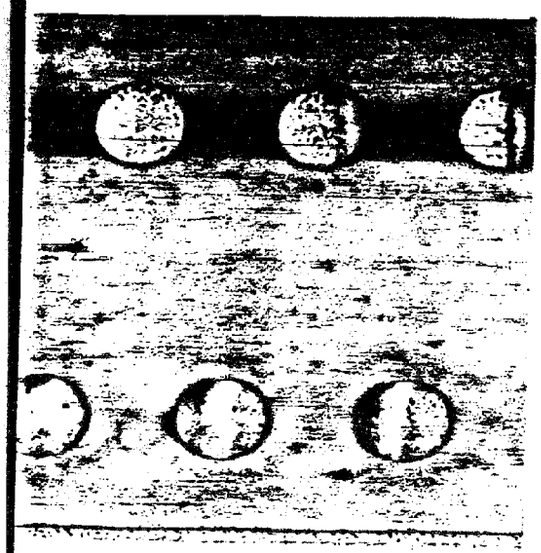
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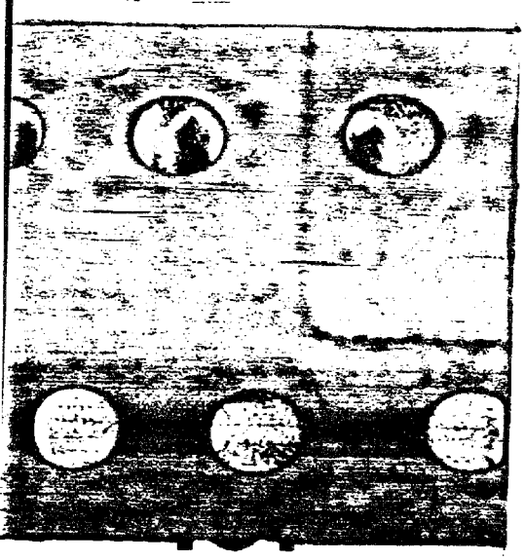
96 JUL 31 AM 10:18

FELIX A. TILLMAN REGISTER
DAVIDSON COUNTY, TN.

07/31/96 0259 OCHECK

293.00





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

RECEIVED OF _____

FOR _____

BOOK 10138 PG 627

CO - CONVEYANCE
MO - MORTGAGE
WD - WARRANTY DEED
TD - TRUST DEED
CC - CERTIFIED COPY
REL - RELEASE
UCC - UNIFORM COMMERCIAL CODE
MISC - MISCELLANEOUS
CO TX - STATE TAX CONVEY
MO TX - STATE TAX MORT
PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
				CAMT 76995.47
				CON TX 284.90
				PRFEE 1.00
				WDEED 8.00
				TOTAL 293.90
				CHECK 293.90
07/31/96	01			10:21 0001 1259

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0209157
IDENTIF. ↑ REFERENCE

96 JUL 31 AM 10:18

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 1068850