Box 41

This instrument prepared by:
Lea W. Stouffer
Farris, Warfield & Kanaday, PLC
SunTrust Center, Suite 1900
424 Church Street
Nashville, TN 37219

BOOK 10383 PG 430

Address New Owner(s) as Follows:	Send Tax Bills To:	Map and Parcel No.:
Smith Realty Interests, L.P. 209 Woodford Place Nashville, TN 37215	Same	52-1-A-119.00 CO

SUCCESSOR TRUSTEE'S DEED

This Successor Trustee's Deed is made and entered into on this the 21st day of March, 1997, by Lea W. Stouffer, Successor Trustee ("Successor Trustee").

WHEREAS, by Deed of Trust dated June 1, 1995, being of record in Book 9699, page 558, Register's Office for Davidson County, Tennessee (the "Deed of Trust"), Linda A. Maren conveyed to Ronald L. Samuels, Trustee, the Property (as hereinafter defined), to secure the payment of certain indebtedness described in the Deed of Trust (the "Indebtedness"), which Indebtedness is presently held and owned by Smith Realty Interests, L.P. (the "Lender") by virtue of an Assignment of Note and Deed of Trust of record in Book 10230, page 161, said Register's Office; and

WHEREAS, the Indebtedness became overdue and unpaid, and other conditions of default occurred, by reason of which the Lender declared the Deed of Trust to be in default, and notice was sent of such default to Linda A. Maren, but following such notice the default was not cured; and

WHEREAS, Lender appointed Lea W. Stouffer to serve as Successor Trustee in place of Ronald L. Samuels in accordance with the terms of the Deed of Trust by an instrument of record in Book 10330, page 887, said Register's Office; and

WHEREAS, Lender directed the Successor Trustee to sell the Property as provided in the Deed of Trust, and the Successor Trustee caused notice to be published in the Nashville Record that the Property would be sold at 10:00 o'clock a.m. on March 21, 1997, at the main (south) door of the Davidson County Courthouse, in Nashville, Tennessee (the "Foreclosure Notice"), such Foreclosure Notice appearing in said paper on February 27, March 6 and March 13, 1997; and

WHEREAS, the Successor Trustee further sent a copy of the Foreclosure Notice to Linda A. Maren, and following the appearance of the Foreclosure Notice in said newspaper the default was not cured; and

WHEREAS, the Successor Trustee at the time, place and date specified in the Foreclosure Notice offered the Property for sale, and after opening the floor for competitive bids, sold the Property to Smith Realty Interests, L.P. at the price of Fifty Seven Thousand Two Hundred Fifty-Five and No/100 Dollars ($57,255.00), this being the highest, last and best bid.

NOW, THEREFORE, I, Lea W. Stouffer, Successor Trustee as aforesaid, in consideration of the premises and the sum of $57,255.00, to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto Smith Realty Interests, L.P., its successors and assigns (the "Grantee") all of my right, title and interest in and to the

following described real estate, together with all improvements now erected on the Property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the Property, but no further or otherwise, located in Davidson County, Tennessee (collectively, the "Property"), and more particularly described as follows, to wit:

> Being Unit 119 on the Plan of Coventry Woods, Phase 1, of record in Plat Book 6200, Page 200, and more specifically set out in Exhibit "A" of record in Book 6966, Page 370, Register's Office for Davidson County, Tennessee, to which plan reference is here made for a more complete and accurate description.
>
> Being the same property conveyed to Linda A. Maren, unmarried, by Deed from David Lynn Moneymaker, unmarried, of record in Book 9699, page 555, said Register's Office.

The Property is improved property.

The street address of the Property is believed to be 119 Coventry Woods Drive, Madison, Tennessee 37115, but such address is not part of the legal description of the Property. In the event of any discrepancy, the legal description herein shall control.

To have and to hold the Property, in bar of the equity of redemption and all other rights of redemption, statutory or otherwise (including, but not limited to, those rights of redemption contained in Tennessee Code Annotated Section 66-8-101 et. seq. as hereafter amended from time to time), homestead, dower and all other rights and exemptions of every kind, all of which are expressly waived in the Deed of Trust, but only to the extent provided in said Deed of Trust.

Grantee hereunder accepts title to the Property and all improvements thereon in an AS IS WHERE IS condition, and without representation or warranty from Successor Trustee as to any matter whatsoever. Without limiting the foregoing, SUCCESSOR TRUSTEE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ADDITIONALLY, SUCCESSOR TRUSTEE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES AS TO THE ABSENCE OR PRESENCE ON OR UNDER THE PROPERTY OF HAZARDOUS SUBSTANCES AS DEFINED BY ANY ENVIRONMENTAL LAWS, INCLUDING WITHOUT LIMITATION THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT ("CERCLA") OR SIMILAR FEDERAL AND STATE LEGISLATION (COLLECTIVELY, THE "ENVIRONMENTAL LAWS"). Grantee accepts title to the Property subject to any problems arising in connection with the Property and/or the improvements located thereon, including without limitation problems arising out of or in connection with deterioration of any improvements thereon, violations of the Environmental Laws, and potential flood hazards. By accepting the Successor Trustee's Deed, Grantee agrees to indemnify and hold the Successor Trustee harmless from any and all costs, expenses, and liability, including without limitation attorneys' fees, arising out of or in connection with any of the foregoing.

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

1. Rights of parties in actual possession of all or any part of the Property.
2. Subject to the liens for any unpaid assessments and/or special assessments.

3. All matters on the plans of record in Book 6200, page 200, and of record in Book 6250, page 567, said Register's Office.

4. Declaration of Covenants, Conditions and Restrictions in Book 6966, page 333, said Register's Office, and amended by First Amendment to the Bylaws of Coventry Woods Homeowners Association, Inc. in Book 9665, page 575, said Register's Office.

5. Any and all other matters, including, without limitation, liens, easements, restrictions, claims, defects, encumbrances, adverse claims and other matters which take priority over the Deed of Trust under which the foreclosure was held of all or any part of the Property.

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

Lea W. Stouffer
Lea W. Stouffer,
Successor Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Kay Fuller, a Notary Public of the State and County aforesaid, personally appeared Lea W. Stouffer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the Successor Trustee, and that she as such Successor Trustee being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing her name as Successor Trustee.

Witness my hand and seal, at office in Nashville, Tennessee, this 21st day of March, 1997.

Kay Fuller
Notary Public

NOTARY PUBLIC

My commission expires: 9-23-2000

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

9818 03/21 0101 03CHECK 224.85

The actual consideration or value whichever is greater, for this transfer is Fifty Seven Thousand Two Hundred Fifty-Five and No/100 Dollars ($57,255.00).

Lea W. Stouffer
Affiant

Subscribed and sworn to before me this the 21st day of March, 1997.

Kay Fuller
Notary Public

NOTARY PUBLIC

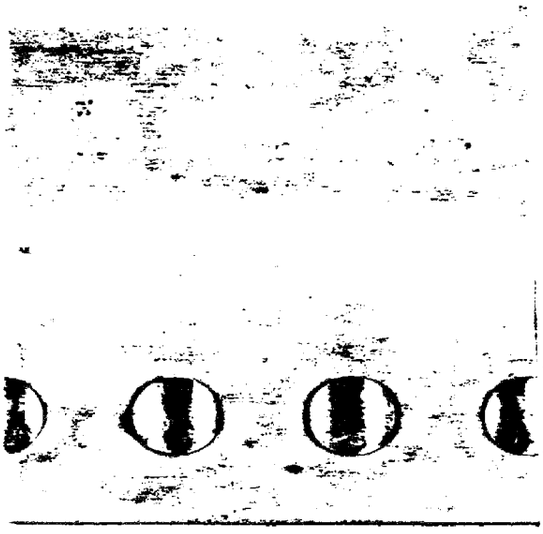
My commission expires: 9-23-2000

02285507

IDENTIFICATION

47176.1 3/21/97

RECEIVED
DAVIDSON COUNTY, TN



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

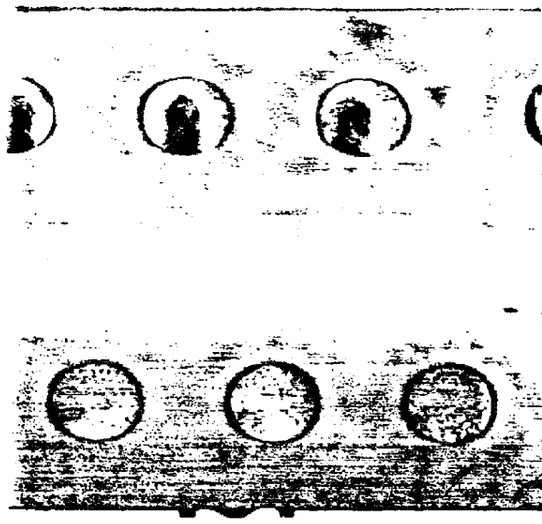
RECEIVED OF _____

FOR _____

BOOK 10388 PG 433

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	57255.00
CON TX	211.85
PRFEE	1.00
WDEED	12.00
TOTAL	224.85
CHECK	224.85

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

03/21/97 01 15:24 0001 9818

0285507
IDENTIF. & REFERENCE

97 MAR 21 PM 3:18

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

No. 1130128