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This instrument prepared by:

BOOK 10605 PG 848

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

Address New Owner(s) as Follows:	Send Tax Bills To:	Map and Parcel No.:
SunTrust Bank, Nashville, N.A. P.O. Box 305110 Nashville, TN 37230-5110	SAME	52-9-85

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SUCCESSOR TRUSTEE'S DEED

This Successor Trustee's Deed is made and entered into on this the 11th day of September, 1997, by Lea W. Stouffer, Successor Trustee ("**Successor Trustee**").

WHEREAS, by Deed of Trust dated the 15th day of May, 1996, of record in Book 10055, page 330, Register's Office for Davidson County, Tennessee, as corrected by Notary Certificate of Correction of record in Book 10514, page 987, said Register's Office (the "**Deed of Trust**"), Joel K. Carey conveyed to T. Michael Logan, Trustee, the Property (as hereinafter defined), to secure payment to SunTrust Bank, Nashville, N.A. (the "**Lender**") of a certain indebtedness described in the Deed of Trust (the "**Indebtedness**"); 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

WHEREAS, Lender appointed Lea W. Stouffer to serve as Successor Trustee in place of T. Michael Logan in accordance with the terms of the Deed of Trust by an instrument of record in Book 10563, page 323, 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 11:00 a.m. on September 11, 1997, at the south (main) door of the Davidson County Courthouse in Nashville, Tennessee (the "**Foreclosure Notice**"), such Foreclosure Notice appearing in said paper on August 21, August 28 and September 4, 1997; 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 SunTrust Bank, Nashville, N.A., at the price of Forty Four Thousand Six Hundred Twenty and No/100 Dollars ($44,620.00), 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 $44,620.00, to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto SunTrust Bank, Nashville, N.A., 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, appurtenances, and fixtures now a part of the Property, together with all replacements and additions thereto, but no further or otherwise, located in Davidson County, Tennessee (collectively, the "**Property**"), and more particularly described as follows, to wit:

Land in Davidson County, Tennessee, being Lot No. 13 on the Map of Montague Park, which is of record in Book 421, page 141, Register's Office for Davidson County, Tennessee and described as follows:

Said Lot No. 13 fronts 100 feet on the north side of Grapevine Avenue and runs back between parallel lines 187.5 feet to a dead line.

Being the same property conveyed to Joel K. Carey by deed from John L. Switzer and wife, MaryAnn D. Switzer, of record in book 10055, page 327, said Register's Office, the said Joel K. Carey having since died.

The above property description is the same as that contained in the Deed of Trust.

The Property is improved property.

The street address of the Property is believed to be 417 Grapevine Avenue, 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, and free from all right of homestead, equity of redemption, statutory right of redemption and all other rights and exemptions of every kind, including, but not limited to, a statutory right to an elective share in the Property, all of which are expressly waived and/or relinquished in the Deed of Trust, as provided in, 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) Any and all unpaid real and personalty taxes, plus penalty and interest, if any. Such taxes will not be pro-rated. Grantee assumes full liability for such taxes.

(2) Any mechanics' and materialmen's liens, filed or unfiled, which take priority over the Deed of Trust upon which this foreclosure sale is had.

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

(4) Such easements, building lines, recorded plans and restrictions as may be applicable, including, but not limited to the following: Plan of record in Book 421, page 141, said Register's Office.

(5) Rights or claims of parties in possession.

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

(7) Subject to the liens for any unpaid assessments and/or special assessments.

(8) Possible debts and inheritance taxes against the Estate of Joel Keith Carey.

(9) 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.

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

Lea W. Stouffer, Successor Trustee
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 11th day of September, 1997.

Kay Fuller
Notary Public

My commission expires: 9-23-2000

BK/ 10605 PG 851

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is Forty Four Thousand Six Hundred Twenty and No/100 Dollars ($44,620.00).

Lisa W Stouffer
Affiant

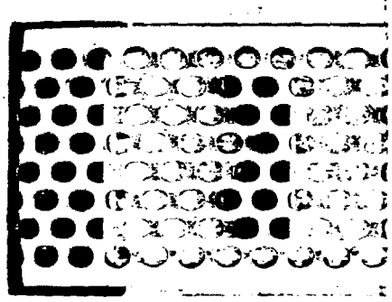
Subscribed and sworn to before me this the 11th day of September, 1997.

Kay Fuller
Notary Public

My commission expires: 9-23-2000

0347764
IDENTIF. ↑ REFERENCE

97 SEP 11 PM 3:22
FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN.



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

RECEIVED OF _____

FOR _____

BOOK 10605 PG 852

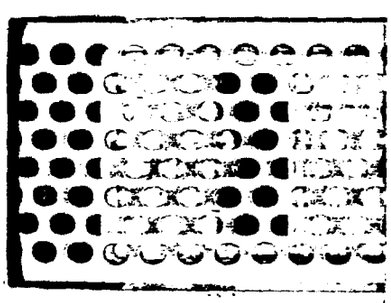
CO - CONVEYANCE	CC - CERTIFIED COPY		MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE		CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE		MO TX - STATE TAX MORT
TD - TRUST DEED			PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT 44620.00
CON TX 165.10
PRFEE 1.00
WDEED 16.00
TOTAL 182.10
CHECK 182.10

09/11/97 01 15:27 0001 7774

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK



0347764
IDENTIF. # REFERENCE

97 SEP 11 PM 3:22
FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN.

No.1197222