0371793

IDENTIFICATION REFERENCE

PICK-UP

This instrument prepared by:

97 NOV 20 AM 10:53

REGISTER
DAVIDSON COUNTY, TN.

BOOK 10890 PG 905

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. 446 James Robertson Pkwy Nashville, Tn 37219 Attn Nina Vowell	Same	81-15-112

SUCCESSOR TRUSTEE'S DEED

This Successor Trustee's Deed is made and entered into on this the 20th day of November, 1997, by Lea W. Stouffer, Successor Trustee ("Successor Trustee").

WHEREAS, by Deed of Trust dated May 19, 1994, being of record in Book 9527, page 91, Register's Office for Davidson County, Tennessee (the "Deed of Trust"), Charles Bailey (a/k/a Charles E. Bailey) (the "Borrower") conveyed to Gary R. Thompson, Trustee, the Property (as hereinafter defined), to secure payment to Third National Bank in Nashville (now known as 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 Gary R. Thompson in accordance with the terms of the Deed of Trust by an instrument of record in Book 10610, page 365, 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 10:30 o'clock a.m. on November 20, 1997, at the front (south) door of the Davidson County Courthouse, in Nashville, Tennessee (the "Foreclosure Notice"), such Foreclosure Notice appearing in said paper on October 30, 1997, November 6, 1997 and November 13, 1997; and

WHEREAS, the Successor Trustee further sent a copy of the Foreclosure Notice to Mr. Charles Bailey, 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 SunTrust Bank, Nashville, N.A., at the price of Thirty three thousand two hundred sixty one and 48/100 Dollars ($33,261.48), 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 $33,261.48, 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, tenements, hereditaments and appurtenances, all easements serving

or benefiting the Property, and any or all fixtures and improvements now attached to the Property, 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. 32 on the Map of S. A. Champion's Subdivision, as of record in Book 161, page 132, Register's Office, Davidson County, Tennessee.
>
> Said Lot No. 32 fronts 50 feet on the westerly side of 21st Avenue North, and runs back between parallel lines, 154.1 to an alley.
>
> Being the same property conveyed to Willard T. Bailey by Quitclaim Deed from William H. Bailey, Charles Bailey, and Theodore P. Bailey, of record in Book 5612, page 583, Register's Office of Davidson County, Tennessee.

The Property is improved property.

The street address of the Property is believed to be 1529 21st Avenue North, Nashville, Tennessee 37208, 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 Borrower's statutory right of redemption; and, all homestead, dower and all other exemptions and marital rights, all of which are expressly waived and conveyed 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: all matters on the Plan of record in Book 161, page 132, 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) Any and all deeds of trust and/or fixture filings which take priority over the Deed of Trust upon which this foreclosure sale is had.

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

(9) Any and all marital rights of the spouse, if any, of Charles Bailey (a/k/a Charles E. Bailey).

(10) 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
Lea W. Stouffer, Successor Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Julie A Carson, 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 20th day of November, 1997.

Julie A Carson
Notary Public

JULIE A. CARSON NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TN

My commission expires: 5-23-98

0391 11/20 0101 03CHECK 140.07

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is Thirty three thousand two hundred Sixty one and 48/100 Dollars ($ 33,261.48).

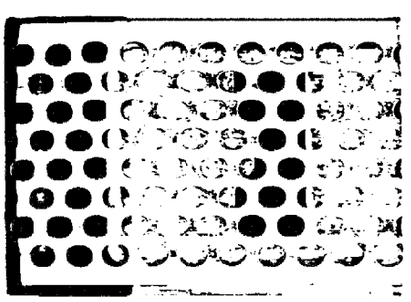
Sun Trust Bank, Nashville NA
Dina Dowell, AVP
Affiant

Subscribed and sworn to before me this the 20th day of November, 1997.

Julie A. Carson
Notary Public

JULIE A. CARSON NOTARY PUBLIC AT LARGE DAVIDSON COUNTY TN

My commission expires: 5-23-98



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

RECEIVED OF _____

FOR _____

BOOK 10690 PG 909

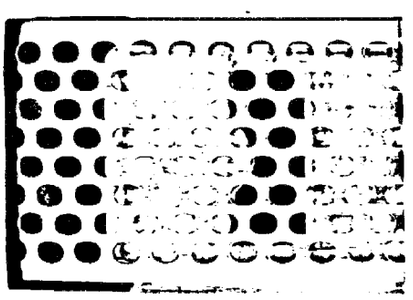
CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT 33261.48
CON TX 123.07
PRFEE 1.00
MISC 16.00
TOTAL 140.07
CHECK 140.07

11/20/97 01 10:55 0001 0391

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK



0371793
IDENTIFICATION REFERENCE

97 NOV 20 AM 10:53

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

No. 1222962