This instrument prepared by:

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.:
James H. Keesee 3225 LaGrange Drive Nashville, TN 37218	Same	81-11/567

Mail

SUCCESSOR TRUSTEE'S DEED

This Successor Trustee's Deed is made and entered into on this the 26th day of November, 1997, by Lea W. Stouffer, Successor Trustee ("Successor Trustee").

WHEREAS, by Deed of Trust dated August 20, 1986, of record in Book 6984, page 362, Register's Office for Davidson County, Tennessee (as assigned the "**Deed of Trust**"), Charles H. Grizzard and Roberta Grizzard conveyed to Ben Hardin, Trustee, for the benefit of Associated Air Conditioning & Heating 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 Thomas P. Kanaday, Jr. (the "**Lender**"); and

WHEREAS, the Deed of Trust has been assigned by Associated Air Conditioning & Heating to American Savings Mortgage Corporation by instrument of record in Book 6984, page 368, Register's Office for Davidson County, Tennessee, and which Deed of Trust has been further assigned by American Savings Mortgage Corporation to American Savings and Loan Association (also known as American Savings & Loan Association) by instrument of record in Book 6984, page 369, Register's Office for Davidson County, Tennessee, and which Deed of Trust has been further assigned to Lender by instrument of record in Book 7747, page 750, said Register's Office for Davidson County, Tennessee;

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 Ben Hardin in accordance with the terms of the Deed of Trust by an instrument of record in Book 10664, page 170, 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 o'clock a.m. on November 26, 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 November 6, 1997, November 13, 1997 and November 20, 1997; and

WHEREAS, the Successor Trustee further sent a copy of the Foreclosure Notice to the heirs at law of Charles H. Grizzard and Roberta Grizzard known to the Successor Trustee, 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 James H. Keesee, at the price of Eight Thousand Five Hundred and no/100 Dollars ($8,500.00), 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 $8,500.00, to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto James H. Keesee, his heirs, successors and assigns (the "Grantee") all of my right, title and interest in and to the following described real estate, together with all the improvements now erected on the Property, and all easements, rights, appurtenances and rents, but no further or otherwise, located in Davidson County, Tennessee (collectively, the "Property"), and more particularly described as follows, to wit:

> Being the north 12-1/2 feet of Lot No. 100 and the South 25 Ft. of Lot No. 101 on the Map of D.T. McGavock and others Addition, as of record in book 21, Page 41, Register's office for said County.
>
> Said parts of said lots adjoin and front together 37-1/2 feet on the westerly side of 11th Ave, No., formerly Fillmore Ave., and run back between parallil lines 150 ft. to an alley.
>
> Being the same property conveyd to Roberta Grizzard, by deed from Charles H. Grizzard, as recorded in Book 3222, page 405, Registers Office of Davidson County, Tennessee.

The Property is improved property.

The street address of the Property is believed to be 1629 11th Avenue North, Nashville, TN 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 all right of homestead exemption in and equitable and statutory redemption of the Property and all right of dower, curtesy and statutory or elective rights 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: all matters on the Map of record in Book 21, page 41, 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 marital rights of the surviving spouse, if any, of Charles H. Grizzard.

(10) Any marital rights of the surviving spouse, if any, of Roberta Grizzard.

(11) Debts and estate and inheritance taxes against the estate of Charles H. Grizzard.

(12) Debts and estate and inheritance taxes against the estate of Roberta Grizzard.

(13) Claims of any heirs at law, if any, of Charles H. Grizzard, deceased.

(14) Claims of any heirs at law, if any, of Roberta Grizzard, deceased.

(15) 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 8th day of December, 1997.

Julie A Carson
Notary Public

My commission expires: 5-23-98

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is Eight Thousand Five Hundred and No/100 Dollars ($8,500.00).

Affiant

Subscribed and sworn to before me this the 8th day of December, 1997.

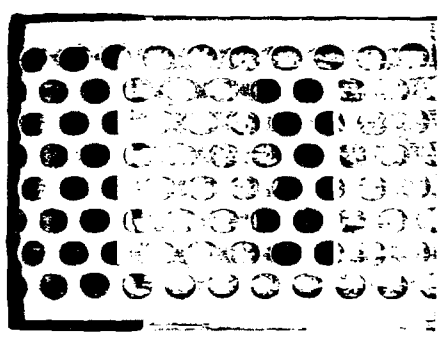
Julie A. Carson
Notary Public

My commission expires: 5 23-98

8439 12/08 0101 CHECK 40.4

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08-DEC-97 11:07



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

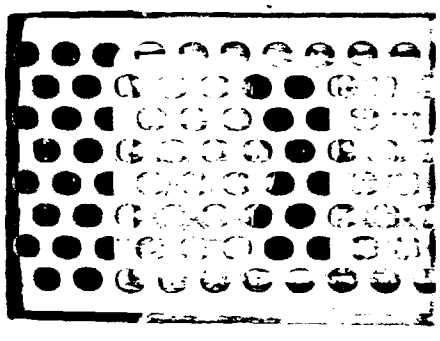
RECEIVED OF _____

FOR _____

BOOK 10712 PG 143

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



RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0377665

97 DEC -3 AM 11:07

No. 1229239