This Instrument Prepared By: Mail BOOK 10781 PG 90

Evalina C. Cheadle, Attorney at Law, 129 Second Avenue, North, Nashville, Tennessee 37201, (615) 254-1009

Address of New Owner:	**Send Tax Bills To:**	**Map and Parcel No.:**
James C. and Lois T. Pickett Charitable Remainder Unitrust c/o William R. Hostettler, Sr. 700 Craighead Avenue, Suite 305 Nashville, Tennessee 37204	Same	Map 81-11 Parcel 234

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, default was made in the terms, conditions and payments provided for and made in an Installment Deed dated March 5, 1996, executed by James W. Anderson, to Jack K. Byrd, Trustee, of record in Vol. 9982, page 262, Register's Office for Davidson County, Tennessee; and

WHEREAS, James C. and Lois T. Pickett Charitable Remainder Unitrust, owner and holder of the indebtedness secured by said Installment Deed of record in Vol. 9982, page 262, Register's Office for Davidson County, Tennessee, replaced said Trustee by naming Evalina C. Cheadle as Substitute Trustee by an instrument of record in Book 10731, page 196, Register's Office for Davidson County, Tennessee; and

WHEREAS, I, Evalina C. Cheadle, Substitute Trustee, caused said real property to be advertised in accordance with the provisions of said Installment Deed of record in Vol. 9982, page 262, Register's Office for Davidson County, Tennessee, advertising that said property would be sold at 1:00 p.m., prevailing time, on Wednesday, January 28, 1998, at the front door of the Davidson County Courthouse in Nashville, Tennessee, to be knocked off and sold to the highest bidder for cash, but subject to any and all prior liens, encumbrances, deeds of trust, easements, restrictions, building liens, unpaid taxes, and assessments (plus penalty and interest, if any), and any redemptive rights (including redemptive rights of any taxing authority by reason of any tax liens), plus any and all other matters and encumbrances superior in right to the lien of the Installment Deed.

WHEREAS, I, Evalina C. Cheadle, Substitute Trustee, personally appeared and offered said property for sale at public outcry and the highest, best and last bid received was the sum of FIVE THOUSAND AND NO/100 DOLLARS ($5,000.00) by William R.

Hostettler, Sr. as Trustee for the James C. and Lois T. Pickett Charitable Remainder Unitrust, (hereinafter referred to as the "Grantee") and said property was knocked off and sold to the Grantee.

NOW, THEREFORE, in consideration of the premises and sum of FIVE THOUSAND AND NO/100 DOLLARS ($5,000.00) paid by the Grantee, I, Evalina C. Cheadle, Substitute Trustee, have this day bargained and sold and, by the premises, do transfer and convey to Grantee, its heirs and assigns, a certain tract or parcel of land situated in Davidson County, Tennessee, and described as follows:

> **BEING** the northerly 25 feet of the southerly 50 feet of Lot No. 353 on the plan of McGavock, Wetmore and Other's 2nd Addition called the Addition to the Town of McGavock, Wetmore, as of record in Book 21, Page 41, said Register's Office.
>
> SAID part of Lot No. 353 fronts 25 feet on the westerly side of 16th Avenue North, formerly Hendershott Street, and runs back between parallel lines, 170 feet to an alley.
>
> BEING the same property conveyed to James W. Anderson by installment deed from James C. and Lois T. Pickett Charitable Remainder Unitrust, Ellen P. Blanton and Henry E. Martin, Trustees, recorded in Book 9982, Page 262, Register's Office for Davidson County, Tennessee.

The above description is the same as in the previous deed of record. This is improved property known as 1745 16th Avenue North, Nashville, Tennessee, 37208.

To have and to hold the said tract or parcel of land with the appurtenances, estate, title and interest thereto belonging to the Grantee, its heirs and assigns forever.

And I covenant with the said Grantee that I am lawfully seized and possessed of said real property as Substitute Trustee only and, by the terms of the above mentioned Installment Deed of record in Vol. 9982, page 262, Register's Office for Davidson County, Tennessee, have a good right to sell and convey the same and that same is unencumbered except for any and all mortgages, liens, claims, and any and all unpaid taxes that may be a lien against said real estate.

I further covenant and bind myself/my successors and assigns, to warrant and forever defend the title to said real estate to the Grantee, its heirs and assigns, against the lawful claims of any persons claiming by or through me as Substitute Trustee, but no further or otherwise; it being my intention only to convey to Grantee no greater title in the subject real estate than

I received as Substitute Trustee and that, as Substitute Trustee, I have the right to sell and convey.

BOOK 10781 PG 92

THIS sale is subject to all matters shown on any applicable recorded Plan; and unpaid taxes which exist as a lien against said property; any restrictive covenants, easements or setback lines that may be applicable; any matters of record; any statutory rights of redemption not otherwise waived in the Installment Deed, including rights of redemption of any governmental agency, state or federal; and any prior liens or encumbrances that may exist against the property. This sale is also subject to any matter that an accurate survey of the premises might disclose.

WITNESS my hand this 28th day of January 1998.

EVALINA C. CHEADLE
Substitute Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Gail A. Dodd, a Notary Public in and for said County and State, Evalina C. Cheadle, Substitute Trustee, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Davidson County, Nashville, Tennessee, this 28th day of January, 1998.

Notary Public
Commission Expires: 5-28-2000

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $5,000.00.

Affiant

Sworn to and subscribed before me this 28th day of January, 1998.

Notary Public

May 27, 2001
Commission Expires

9329 02/03 0101 03CHECK 31.50

98 FEB -3 PM 3:39

IDENTIFICATION REFERENCE

0396921

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

RECEIVED OF _____

FOR _____

BOOK 10781 PG 93

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 5000.00
CON TX 18.50
PRFEE 1.00
WDEED 12.00
TOTAL 31.50
CHECK 31.50

02/03/98 01 15:45 0001 9329

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

98 FEB -3 PM 3:39

REGISTER'S OFFICE
DAVIDSON COUNTY, TN.

0396921
IDENTIF. & REFERENCE

No. 1249892