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This instrument prepared by:

Julian L. Bibb
Farris, Warfield & Kanaday, PLC
424 Church Street, Suite 1900
SunTrust Center
Nashville, TN 37219

Lot No. 3

BOOK 10799 PG 314

| Address New Owner(s) as Follows: | Send Tax Bills To: | Map and Parcel No.: |
|---|---|---|
| Metropolitan Development & Housing Agency<br>701 S. 6th Street<br>Nashville, Tennessee 37206 | Same | 80-8-424<br>Field Book No.:<br>13DA-69481 |

TRUSTEE'S DEED

This Trustee's Deed is made and entered into on this the 17th day of February, 1998, by Julian L. Bibb, Trustee ("Trustee").

WHEREAS, by that certain Tennessee Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing, being of record in Book 10115, page 232, Register's Office for Davidson County, Tennessee (the "Deed of Trust"), Bobby D. Wall and wife, Betty Jo Wall, conveyed to Julian L. Bibb, 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 directed the Trustee to sell the Property as provided in the Deed of Trust, and the Trustee caused notice to be published in The Nashville Record that the Property would be sold at 11:00 a.m. on February 17, 1998, at the front door of the Davidson County Courthouse in Nashville, Tennessee (the "Foreclosure Notice"), such Foreclosure Notice appearing in said paper on January 22, 1998, January 29, 1998, February 5, 1998, and February 12, 1998; and

WHEREAS, the Trustee further sent a copy of the Foreclosure Notice to Bobby D. Wall and wife, Betty Jo Wall, and following the appearance of the Foreclosure Notice in said newspaper the default was not cured; and

WHEREAS, the 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 METROPOLITAN DEVELOPMENT AND HOUSING AGENCY, at the price of Sixty-Seven Thousand Three Hundred Ninety-One Dollars and 60/100 ($67,391.60), this being the highest, last and best bid.

NOW, THEREFORE, I, Julian L. Bibb, Trustee as aforesaid, in consideration of the premises and the sum of $67,391.60, to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto METROPOLITAN DEVELOPMENT AND HOUSING AGENCY, its 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 located on the Property, and all easements, rights, appurtenances, rents and profits now existing in connection with the Property or derived therefrom, and all fixtures 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. 3 on that certain plan of River Meadows Sub-Division, Section 1, of record in Plat Book 9700, page 105, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.

Being part of the same property conveyed to Bobby D. Wall by Deed from the Trustees of Saint James Missionary Baptist Church, of record in Book 10115, page 224, Register's Office for Davidson County, Tennessee.

The Property is improved property.

The street address of the Property is believed to be 2850 Hydes Ferry Road South, Nashville, Tennessee 37218, 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 rights of redemption, homestead and dower, all of which are expressly waived 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 Trustee as to any matter whatsoever. Without limiting the foregoing, TRUSTEE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ADDITIONALLY, 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 and/or defective state of any improvements thereon, violations of the Environmental Laws, zoning problems, and potential flood hazards. By accepting the Trustee's Deed, Grantee agrees to indemnify and hold the 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.

(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) All matters on the Plan of record in Plat Book 9700, page 105, Register's Office for Davidson County, Tennessee.

(9) Easements for Sanitary Sewers and/or Storm Drainage of record in Book 4462, page 81, Book 4488, page 656, and Book 4273, page 396, Register's Office for Davidson County, Tennessee.

(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 Trustee on this the day and date first above written.

Julian L. Bibb, Trustee

Julian L. Bibb, Trustee

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

Before me, Christina Dorsey, a Notary Public of the State and County aforesaid, personally appeared Julian L. Bibb, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Trustee, and that he as such Trustee being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his name as Trustee.

Witness my hand and seal, at office, this 17th day of February, 1998.

Christina Dorsey

Notary Public

My commission expires: [illegible]

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

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The actual consideration or value whichever is greater, for this transfer is Sixty-Seven Thousand Three Hundred Ninety-One Dollars and 60/100 ($67,391.60).

Affiant

Subscribed and sworn to before me this the 17th day of February, 1998.

Christina Dorsey

Notary Public

My commission expires: [illegible]

98 FEB 18 PM 3:33

DAVIDSON COUNTY TN

0402092

IDENTIF. & REFERENCE