98 SEP -2 AM 10:42
FELIX Z. ... REGISTER
DAVIDSON COUNTY, TN.

0482948
IDENTIF. & REFERENCE

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.:
Clayton Gholson and wife, Martha Gholson 355 Cumberland Hills Dr. Madison, TN 37115	Same	94-2-224

Mail

SUCCESSOR TRUSTEE'S DEED

This Successor Trustee's Deed is made and entered into on this the 2nd day of September, 1998, by Lea W. Stouffer, Successor Trustee ("Successor Trustee").

WHEREAS, by Equity Reserve Deed of Trust dated the 19th day of November, 1992, of record in Book 8800, page 370, Register's Office for Davidson County, Tennessee (the "Deed of Trust"), David Lee Collins and wife, Karen M. Collins (collectively the "Grantor"), 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 notice was given of such default to Grantor, in the manner required by the terms of the Deed of Trust, but following such notice the default was not cured; and

WHEREAS, on March 4, 1997, Grantor filed for relief under Chapter 13 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Middle District of Tennessee, Nashville Division, Case No. 97-02152 (the "Chapter 13 Case"), which Chapter 13 Case converted to a Chapter 7 case on June 23, 1997 (the "Chapter 7 Case"); and

WHEREAS, by Agreed Order For Relief From Stay and Notice Thereof entered May 12, 1998 in the Chapter 7 Case (the "Agreed Order"), Lender was granted relief from stay with respect to the Property subject to the conditions contained in the Agreed Order; 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 10851, page 841, and as re-recorded in Book 11016, page 390, 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 1 o'clock p.m. on August 27, 1998, at 1918 Electric Avenue in Nashville, Tennessee (the "Foreclosure Notice"), such Foreclosure Notice appearing in said paper on August 6, 1998, August 13, 1998, and August 20, 1998; and

WHEREAS, the Successor Trustee further sent a copy of the Foreclosure Notice to Grantor, 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 Clayton Gholson and wife, Martha Gholson, at the price of Twenty-One Thousand Five Hundred and 00/100 Dollars ($21,500.00), 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 $21,500.00, to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto Clayton Gholson and wife, Martha Gholson, their heirs, successors and assigns (collectively, 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. 1 on the Re-subdivision of Lots Nos. 95, 96 and 97 on the plan of the United Electric Railway Property as of record in Plan Book 6200, page 982, Register's Office Davidson County, Tennessee to which plan reference is hereby made for a more complete description thereof.
>
> Being the same property conveyed to David Lee Collins by quitclaim deed from John T. Collins and wife, Margaret V. Collins of record in Book 8475, page 718, said Register's Office.
>
> The Property is improved property.

The street address of the Property is believed to be 1918 Electric Avenue, Nashville, TN 37206, 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 the statutory right of redemption, homestead, dower and all other exemptions and marital rights, all of which are 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 and/or SunTrust Bank, Nashville, N.A. 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 and SunTrust Bank, Nashville, N.A. 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. 1998 real property taxes, a lien not yet due and payable, which are being pro-rated and assumed by the Grantee.

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 Property 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, all matters on the Plan of Record in Book 6200, page 982, 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 Property.

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 spouse, if any, of David Lee Collins.

10. Bankruptcy proceedings filed March 4, 1997, Case No. 97-02152.

11. 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, 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 2nd day of September, 1998.

Julie A. Carson
Notary Public

NOTARY PUBLIC AT LARGE

My commission expires: 7-27-2002

STATE OF TENNESSEE)
COUNTY OF Davidson)

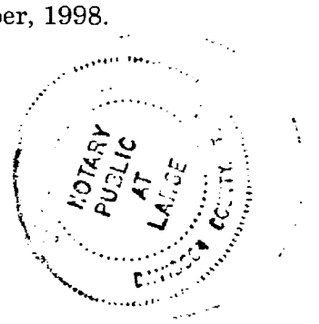
The actual consideration or value whichever is greater, for this transfer is Twenty One Thousand Five Hundred and 00/100 Dollars ($21,500.00).

Clayton G Nelson
Affiant

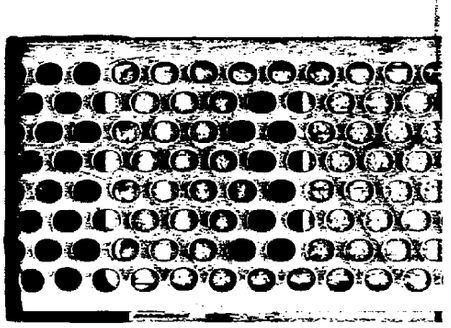
Subscribed and sworn to before me this the 2nd day of September, 1998.

Julie A. Carson
Notary Public

My commission expires: 7-27-2002



5502 09/02 0101 03CHECK 98.55



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

RECEIVED OF _____

FOR _____

BOOK 11094 PAGE 529

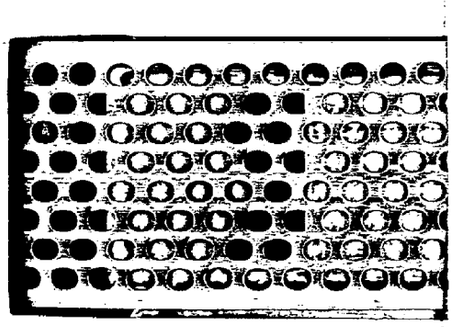
CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT 21500.00
CON TX 79.55
PRFEE 1.00
WDEED 16.00
CFEE 2.00
TOTAL 98.55
CHECK 98.55

09/02/98 01 10:43 0001 5502

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK



0482948
IDENTIF. # REFERENCE

98 SEP -2 AM 10:42
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 1340947