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REGISTER
DAVIDSON COUNTY, TN.

BOOK 11413 PG. 440

This instrument prepared by:
Lea W. Stouffer
Farris, Warfield & Kanaday, PLC
424 Church Street, Suite 1800
SunTrust Center
Nashville, TN 37219

Address New Owner(s) as Follows:

YASNY, L.L.C.
1732 River Hills Drive
Nashville, TN 37210

Send Tax Bills To:

Same

Map and Parcel No.:

81-4-197

SUCCESSOR TRUSTEE'S DEED

This Successor Trustee's Deed is made and entered into on this the 1st day of April, 1999, by Lea W. Stouffer, Successor Trustee ("Successor Trustee").

WHEREAS, by Tennessee Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated the 19th day of June, 1996, of record in Book 10105, page 928, Register's Office for Davidson County, Tennessee, as amended by First Amendment to Tennessee Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing, of record in Book 10640, page 293, said Register's Office (as amended, the "Deed of Trust"), James W. Peebles, an unmarried person (the "Grantor"), 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 appointed Lea W. Stouffer to serve as Successor Trustee in place of Julian L. Bibb in accordance with the terms of the Deed of Trust by an instrument of record in Book 11346, page 421, 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 1:00 p.m. on March 18, 1999, at 101 French Landing Drive in Nashville, Tennessee (the "Foreclosure Notice"), such Foreclosure Notice appearing in said paper on February 25, 1999, March 4, 1999 and March 11, 1999; 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 YASNY, L.L.C., a Tennessee limited liability company, at the price of One Million Two Hundred Seventy Thousand and No/100 Dollars ($1,270,000.00), 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 $1,270,000.00, to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto YASNY, L.L.C., a Tennessee limited liability company, its successors and assigns (the "Grantee") all of my right, title and interest in and to the following described real estate, together with all buildings, structures and other improvements now located on all or any part of the Property; all minerals, royalties, gas rights, water, water rights, water stock, flowers, shrubs, crops, trees, timber and other emblements now located on, under or above all or any part of the Property; any and all tenements, hereditaments,

easements and appurtenances, reversions and remainders pertaining to the Property; all fixtures of every kind and nature, now located in, on or under the Property or any part thereof and used or usable in connection with any present operation of the Property; any and all leases and contracts affecting the Property presently existing, and all rents, income, or profits which are now due by reason of the renting, leasing or bailment of all or part of the Property; any and all awards or payments, including interest thereon, and the right to receive the same, as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to, taking of, or decrease in the value of, the Property; and all replacements and additions thereto (collectively, the "Property"), and more particularly described as follows, to wit:

TRACT 2:

Land in Davidson County, Tennessee, being Lot No. 2, on the Plan of Resubdivision of Lot 2, MetroCenter Tract 10A and Tract 1, of record in Book 7900, page 848, as corrected by Surveyor's Certificate of Correction of record in Book 9528, page 305, in the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

BEING the same property conveyed to James W. Peebles, by Deed from MetroCenter Holdings, Inc., a Tennessee corporation, of Record in Book 9546, page 689, Register's Office for Davidson County, Tennessee.

The Property is improved property.

The street address of the Property is believed to be 101 French Landing Drive, Nashville, Tennessee, 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 in bar of the equity of redemption and all other rights of redemption, statutory or otherwise (including, without limitation, those rights of redemption contained in Tennessee Code Annotated Section 66-8-101 et seq.), homestead, dower, elective share, rights of appraisement or valuation, and all other rights and exemptions of every kind, 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 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. 1999 real property taxes, a lien not yet due and payable, to be prorated at closing.

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 the following: (a) All matters on the Plan of record in Book 7900, pages 848 and 849, said Register's Office, as corrected by Surveyor's Certificate of Correction of record in Book 9528, page 305, said Register's Office; (b) Restrictions contained in Book 9546, page 694, said Register's Office; (c) Restrictions contained in Book 9382, page 56 and Book 9420, page 176, said Register's Office; (d) Restrictive Covenants recorded in Book 5242, page 389, modified in Book 5792, page 787, and in the Declaration of record in Book 7012, page 61. (e) Declarations of Agreements, Charges, Assessments and Liens of record in Book 7487, page 952, and (f) any allied instrument(s) referred to in said restrictions.

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, including, but not limited to the following: Notice of Lien Amounts, of record in Book 11378, page 507, Register's Office for Davidson County, Tennessee.

9. Any marital rights of the spouse, if any, of James W. Peebles.

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, Successor Trustee

Lea W. Stouffer, Successor Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Amy L. Jordan, 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 15th day of April, 1999.

Notary Public

My commission expires: July 17, 2002

353959.2 3/30/99

STATE OF TENNESSEE)
COUNTY OF Davidson)

The actual consideration or value whichever is greater, for this transfer is One Million Two Hundred Seventy Thousand and No/100 Dollars ($1,270,000.00).

Affiant

Subscribed and sworn to before me this the 1st day of April, 1999.

Notary Public

My commission expires: 7/24/99

RICHARD MANSON
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.

My Commission Expires JULY 24, 1999

OFFICIAL RECEIPT

BILL GARRETT
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 11413 PG. 444

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	CFEE - COMPUTER FEE	PRFEE - PROBATE FEE

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99 APR -5 AM 9:03

REGISTER
DAVIDSON COUNTY, TN.

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

No. 1446033