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This Instrument Prepared By:
Eugene E. Tibbs, Jr., Esq.
Armstrong Allen Prewitt Gentry
Johnston & Holmes, PLLC
80 Monroe Avenue, Suite 700
Memphis, Tennessee 38103

SUCCESSOR TRUSTEE'S DEED

THIS INDENTURE is made and entered into as of this 17th day of June, 1999, by and between EUGENE E. TIBBS, JR., Successor Trustee ("Grantor"), and FAIRBANKS CAPITAL CORP. (sometimes referred to as "Purchaser");

W I T N E S S E T H:

WHEREAS, on September 25, 1995, RICHARD E. PIERCE and KATHLEEN D. PIERCE, (collectively, the "Borrower"), executed a Deed of Trust ("Deed of Trust") to STRATEGIC MORTGAGE SERVICES, as TRUSTEE, for the benefit of TRANSAMERICA FINANCIAL SERVICES ("TRANSAMERICA"), to secure a promissory note (the "Note") payable to the order of TRANSAMERICA, said Note being described in the Deed of Trust, said Deed of Trust being recorded at Book 9807, Page 218 in the Register's Office, Davidson County, Tennessee;

WHEREAS, Richard Eric Pierce and Kathleen D. Pierce filed a Voluntary Petition for relief under Chapter 7 of the U.S. Bankruptcy Code on October 7, 1996, in the United States Bankruptcy Court, Eastern District of Tennessee (the "Court") in Case No. 96-15138, In Re Richard Eric Pierce Kathleen D. Pierce (the "Case"). On January 7, 1997, the Agreed Order Granting Relief From The Automatic Stay and Abandonment of Property was filed, granting relief from the automatic stay provisions of 11 U.S.C. § 362 and 11 U.S.C. § 1301 to permit enforcement of the security interest in the above described property. The Case was discharged on March 10, 1997 and closed on June 23, 1997.

WHEREAS, on June 6, 1997, TRANSAMERICA assigned all of its right, title and interest in the Deed of Trust to FAIRBANKS CAPITAL CORP. ("FAIRBANKS") by Assignment of Deed of Trust, of record at Book 10493, Page 436 in said Register's Office;

WHEREAS, on August 14, 1997, Fairbanks, pursuant to the authority contained in said Deed of Trust, appointed Eugene E. Tibbs, Jr., as Successor Trustees under said Deed of Trust, said appointment being recorded at Book 10602, Page 904 in said Register's Office;

WHEREAS, default having occurred in the payment of the debts and the performance of obligations secured to be paid and performed by the Deed of Trust and all of the indebtedness secured thereby having matured at the option of FAIRBANKS, owner and holder of said indebtedness, by default in payment thereof and by other defaults, and FAIRBANKS having requested the undersigned to advertise and sell the property conveyed by said Deed of Trust and still subject to the lien thereof, and in accordance with the terms and provisions of the Deed of Trust;

WHEREAS, in accordance with said request, said property was advertised for sale in the The Nashville Record, a weekly newspaper published in Davidson County, Tennessee for twenty-one (21) days, by three (3) weekly notices, such notices

appearing on May 27, June 3 and 10, 1999, giving the time, date, terms, place of sale and description of said property;

WHEREAS, at such time, being 12:00 noon on June 17, 1999, and at the place, being the corner of the Courthouse, Davidson County, Tennessee, in the main lobby thereof, as advertised aforesaid, said property was offered for sale at public outcry to the highest and best bidder for cash, in accordance with all of the terms and requirements of said Deed of Trust, and the aforesaid advertisement for sale, at which sale said property was struck off and sold to Purchaser for the for the sum of Fifty Seven Thousand Six Hundred and No/100 Dollars ($57,600.00), that being the highest and best cash bid, and pursuant thereto this conveyance is now made of said property to Purchaser; and

WHEREAS, FAIRBANKS, being the owner and holder of said Note for which said property was sold, has complied with the terms of the sale by paying or causing to be paid into the hands of the undersigned the expenses of the sale, the balance of said purchase price being credited on the indebtedness secured by the Deed of Trust.

NOW, THEREFORE, Grantor, for and in consideration of the premises, hereby bargains, sells and conveys said property unto Purchaser, in bar of statutory right of redemption and any and all homestead, dower and other exemption rights of every kind, all of which are expressly waived in the Deed of Trust, said property being situated in the County of Davidson, and State of Tennessee and being more particularly described as follows:

Land in Davidson County, Tennessee being Lot No. 5 on the Plan of Chapelwood, Section 1 as of record in Book 5210, page 29, Register's Office for Davidson County, Tennessee.

Said Lot No. 5 fronts 75 feet on the southeasterly side of Chandler Road and extends back 155 feet on the northeasterly line and 125 feet on the southwesterly line to a broken line in the rear measuring a total distance of 85 feet thereon.

Being the same property conveyed to Richard E. Pierce and wife, Kathleen D. Pierce, by deed from David F. Nix and wife, Judy B. Nix, dated June 15, 1987, recorded June 22, 1987, of record in Book 7274, page 898, in the Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD said property together with all appurtenances and hereditaments thereunto belonging or in any wise appertaining unto Purchaser, and its successors and assigns, free of statutory right of redemption, any and all homestead, dower and other exemption rights of every kind.

The undersigned Grantor believes the title hereby conveyed to be good, but warrants same against the lawful claims of all persons claiming by, through and under a conveyance from the undersigned as Successor Trustee, under the provisions of the above described Deed of Trust, and not further or otherwise. This conveyance is made subject to any and all unpaid taxes, prior liens and/or encumbrances of record, including but not limited to: Restrictive covenants contained in an instrument of record in Book 5258, Page 398 in said Register's Office for Davidson County, Tennessee, easements, encumbrances and restrictions contained in the Plan of record in Book 5210, Page 29, in said Register's Office; easement for sewer along the front line at premises, and Davidson County taxes for the years 1997 and 1998 including penalties and interest thereon.

The proceeds of sale have been disbursed or credited as follows:

Foreclosure Reference and Title Update	$180.00
Publication of Notice of Foreclosure Sale	$310.50
Trustee's Commission and Attorney's Fee and Expenses	$6665.32
Accrued and unpaid Interest and unpaid principal on the Note, applied according to the Deed of Trust.	$50444.18
TOTAL	$57,600.00

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IN WITNESS WHEREOF, Grantor has hereunto set his hand as of the day and date first above written.

EUGENE E. TIBBS, JR., Successor Trustee

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Personally appeared before me, KAREN J. PRATT, a Notary Public in and for said State and County, Eugene E. Tibbs, Jr., the within named grantor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person executed the within instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal at office this 1st day of July 1999.

Karen J. Pratt
NOTARY PUBLIC

My Commission Expires:

7/30/2002

KAREN J. PRATT
NOTARY PUBLIC AT LARGE
SHELBY COUNTY, TENNESSEE
My Commission Expires JULY 30, 2002

**********FOR RECORDING PURPOSES ONLY**********

PROPERTY ADDRESS:

4181 Chandler Road
Hermitage, Tennessee 37076

TAX MAP NUMBER:
86-10, Parcel 2

PROPERTY OWNER AND PARTY RESPONSIBLE FOR PAYMENT OF TAX BILLS:

FAIRBANKS CAPITAL CORP.
3815 SOUTH WEST TEMPLE
SALT LAKE CITY, UTAH 84115-4412

I hereby swear or affirm that, to the best of my knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $57,600.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

AFFIANT

Subscribed and sworn to before me this 1st day of July 1999.

NOTARY PUBLIC
My Commission Expires:
7/30/2002

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KAREN J. PRATT
NOTARY PUBLIC AT LARGE
My Commission Expires
JULY 30, 2002
SHELBY COUNTY, TENNESSEE

OFFICIAL RECEIPT

BILL GARRETT
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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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

06123851

IDENTIFICATION REFERENCE

99 JUL 16 AM 11:35

CAMT 57600.00
CON TX 213.12
PRFEE 1.00
MDEED 16.00
CFEE 2.00
TOTAL 232.12
CHECK 232.12

07/16/99 01 11:38 0001 3233

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

No. 1491558