0640089

REFERENCE

99 SEP 27 PM 3:38

REGISTER
DAVIDSON COUNTY, TN.

HI
JL

This instrument prepared by:
J. Bryan Echols
Farris, Warfield & Kanaday, PLC
424 Church Street, Suite 1800
SunTrust Center
Nashville, TN 37219

Address New Owner(s) as Follows:	Send Tax Bills To:	Map and Parcel No.:
SunTrust Bank, Nashville, N.A. 201 Fourth Avenue North, #1600 Nashville, TN 37219 Attn: Nina Vowell	Same	161-10-0-A-178.00 CO

BOOK 11677 PAGE 582

SUCCESSOR TRUSTEE'S DEED

This Successor Trustee's Deed is made and entered into on this the 27th day of September, 1999, by J. Bryan Echols, Successor Trustee ("Successor Trustee").

WHEREAS, by Deed of Trust dated the 4th day of November, 1996, of record in Book 10251, page 557, Register's Office for Davidson County, Tennessee (the "Deed of Trust"), Kellye W. Wilson, unmarried (the "Grantor") conveyed to T. Michael Logan, 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 J. Bryan Echols to serve as Successor Trustee in place of T. Michael Logan in accordance with the terms of the Deed of Trust by an instrument of record in Book 11586, page 388, 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 11:00 o'clock a.m. on September 23, 1999, at the front door of the Davidson County Courthouse in Nashville, Tennessee (the "Foreclosure Notice"), such Foreclosure Notice appearing in said paper on September 2, 1999, September 9, 1999 and September 16, 1999; and

WHEREAS, 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 SunTrust Bank, Nashville, N.A. at the price of One Hundred Sixteen Thousand Ninety and 86/100 Dollars ($116,090.86), this being the highest, last and best bid.

NOW, THEREFORE, I, J. Bryan Echols, Successor Trustee as aforesaid, in consideration of the premises and the sum of $116,090.86, to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto SunTrust Bank, Nashville, N.A., 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 erected on the Property, and all easements, appurtenances, and fixtures now a part of the Property, and all replacements and additions thereto, 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. 143 on the Plan of Phase Two, Villages of Brentwood, of record in Book 6250, page 169 and Book 8484,

page 140, Register's Office for said County, to which plan reference is hereby made for a more complete description.

Being the same property conveyed to Kellye W. Wilson by deed from Lori Dawn Franklin Magda and husband, Darren T. Magda of record in Book 10251, page 553, said Register's Office.

The above description is the same as that contained in the Deed of Trust.

The Property is improved property.

The street address of the Property is believed to be 5065 English Village Drive, Nashville, Tennessee, 37211, 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 right of homestead, equity of redemption, statutory right of redemption and all other rights and exemptions of every kind, including, but not limited to, a statutory right to an elective share in the Property, all of which are expressly waived and/or relinquished 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 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 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 prorated. 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 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: Plan of record in Book 6250, page 169, Register's Office for Davidson County, Tennessee, as amended in Book 8484, page 140, said Register's Office; Declaration of Covenants, Conditions and Restrictions of record in book 6143, page 11, said Register's Office, as amended in Book 6398, page 495, 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 Kellye W. Wilson.

10. Rights of others in and to the common elements. BOOK 11677 PAGE 584

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.

J. Bryan Echols

J. Bryan Echols, Successor Trustee

2977 09/27 0101 03CHECK 444.54

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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

Witness my hand and seal, at office in Nashville, Tennessee, this 27th day of September, 1999.

Julie A Carson

Notary Public

My commission expires: 1-27-2002

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is One Hundred Sixteen Thousand Ninety and 86/100 Dollars ($116,090.86).

Lea W. Stouffer

Affiant

Subscribed and sworn to before me this the 27th day of September, 1999.

Julie A. Carson

Notary Public

My commission expires: 7-27-2002

OFFICIAL RECEIPT

BILL GARRETT
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 11677 PAGE 585

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

0640089

DOCUMENT # REFERENCE

99 SEP 27 PM 3:38

REGISTER
DAVIDSON COUNTY, TN.

CAMT	
	116090.86
CON TX	429.54
PRFEE	1.00
WDEED	12.00
CFEE	2.00
TOTAL	444.54
CHECK	444.54

09/27/99 01 15:41 0001 2977

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

No. 1520897