41
LW

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

BOOK 11749 PAGE 739

Address New Owner(s) as Follows:	Send Tax Bills To:	Map and Parcel No.:
SunTrust Bank, Nashville, N.A. Suite 1600 201 Fourth Avenue North Nashville, TN 37219	Same	71-8-324

SUCCESSOR TRUSTEE'S DEED

This Successor Trustee's Deed is made and entered into on this the 19th day of November, 1999, by Lea W. Stouffer, Successor Trustee ("Successor Trustee").

WHEREAS, by Deed of Trust dated the 30th day of June, 1995, of record in Book 9722, page 22, Register's Office for Davidson County, Tennessee (the "Deed of Trust"), Ronald O. Glenn and wife, Dashiki D. Glenn (collectively the "Grantor") conveyed to Matt B. Murfree, III, Trustee, the Property (as hereinafter defined) to secure payment to SunTrust Bank, Nashville, N.A. (formerly known as Third National Bank in Nashville) (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 Matt B. Murfree, III in accordance with the terms of the Deed of Trust by an instrument of record in Book 11445, page 329, 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 November 18, 1999, at the front (main) door of the Davidson County Courthouse in Nashville, Tennessee (the "Foreclosure Notice"), such Foreclosure Notice appearing in said paper on October 28, November 4, and November 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 SunTrust Bank, Nashville, N.A. at the price of Thirty Eight Thousand and No/100 Dollars ($38,000.00), 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 $38,000.00, 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 any and all improvements now erected on the Property, and all easements, appurtenances, and fixtures now a part of the Property, and all replacements and additions thereto,

RECEIPT # 171[illegible] CHECK 159.60

but not 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 Map of Rawls Tract Subdivision originally shown on a survey made by Z.J. Wilkinson, Surveyor, but most recently amended and described according to a copy of a survey made by Pete Meyer, Surveyor, as follows:
>
> Beginning at a concrete monument in the north margin of Edwin Street opposite the entrance into Jones Avenue; thence around a curve in a northwesterly direction 32.6 feet to another concrete monument in the east margin of Jones Avenue; thence with the margin of said Avenue North 4 deg. 30' East 40 feet to the new corner between Lots Nos. 1 and 2; thence with the line between said lots easterly 150 feet to a point in an alley being in the line between Lots Nos. 1 and 43; thence South 4 deg. 30' West 60 feet to the north margin of Edwin Street; thence with the margin of the same, South 89 deg. West 130 feet to the beginning.
>
> Being the same property conveyed to Grantor by deed from Melvin D. Patton, Unmarried, of record in Book 9722, page 19, Register's Office for Davidson County, Tennessee.
>
> 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 1901 Jones Avenue, Nashville, Tennessee 37207, 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 and/or Lender 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 Lender 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 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 1424, page 84, Register's Office for Davidson County, Tennessee.

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 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, Dawn F. Reed, 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 19th day of November, 1999.

Dawn F. Reed
Notary Public

My commission expires: 1-27-01

DAVIDSON COUNTY, TENN. DAWN F. REED NOTARY PUBLIC AT LARGE

98169186

98 DEC 16 PM 3:11

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

BOOK 11749 PAGE 733

The actual consideration or value whichever is greater, for this transfer is Thirty Eight Thousand and No/100 Dollars ($38,000.00).

Lisa Stonger
Affiant

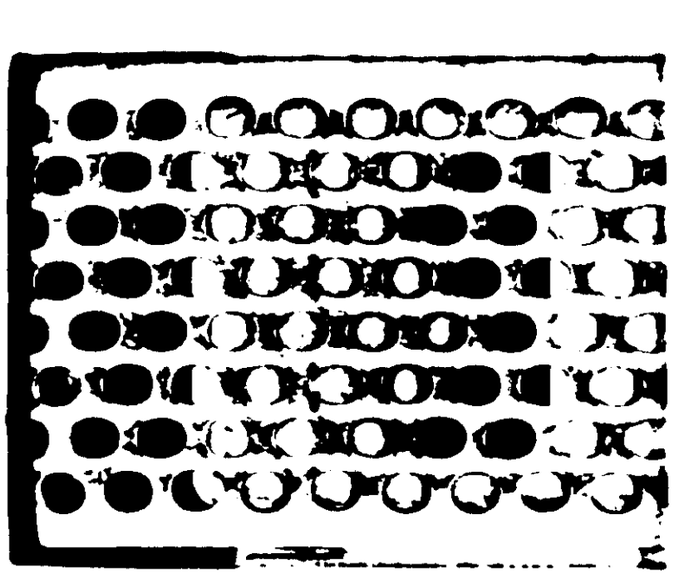
Subscribed and sworn to before me this the 19th day of November, 1999.

Dawn F. Reed
Notary Public

My commission expires: 1-27-01

OFFICIAL RECEIPT

BILL GARRETT
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE



RECEIVED OF _____

FOR _____

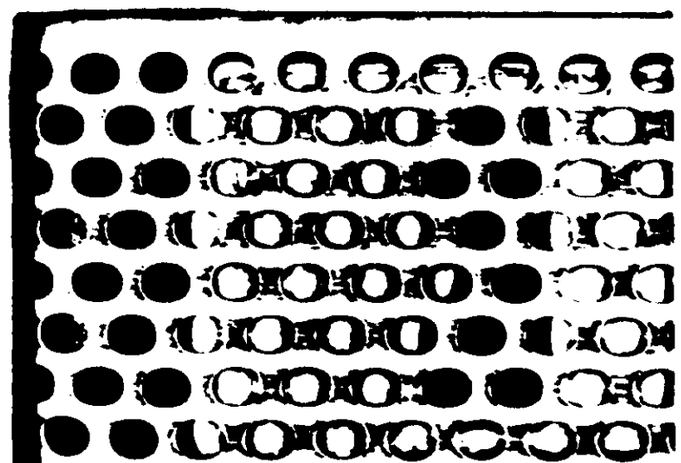
BOOK 11749 PAGE 734

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

98 9186
98 NOV 19 PM 3:11

CAMT	38000.00
CON TX	140.60
PRFEE	1.00
MISC	16.00
CFEE	2.00
TOTAL	159.60
CHECK	159.60

11/19/98 01 15:13 0001 3219



RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

No. 1540876