Box #41
Julie Carson

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

Instr:200003010019971 Page: 1 OF 3
REC'D FOR REC 03/01/2000 10:26:02AM
RECORD FEE: $15.00
M. TAX: $0.00 T. TAX: $196.10

Address New Owner(s) as Follows:	Send Tax Bills To:	Map and Parcel No.:
SunTrust Bank 201 Fourth Avenue North, Suite 1600 Nashville, TN 37219	Same	91-12-76.00

SUCCESSOR TRUSTEE'S DEED

This Successor Trustee's Deed is made and entered into on this the 28th day of February, 2000, by J. Bryan Echols, Successor Trustee ("Successor Trustee").

WHEREAS, by Deed of Trust dated the 27th day of November, 1996, of record in Book 10279, page 63, Register's Office for Davidson County, Tennessee (the "Deed of Trust"), William E. Bailey and Dorothy C. Bailey, Husband and Wife (collectively the "Grantor") conveyed to T. Michael Logan, Trustee, the Property (as hereinafter defined) to secure payment to SunTrust Bank (formerly 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

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 11764, page 655, 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 a.m. on February 24, 2000, at the front (main) door of the Davidson County Courthouse in Nashville, Tennessee (the "Foreclosure Notice"), such Foreclosure Notice appearing in said paper on February 3, 2000, February 10, 2000 and February 17, 2000; 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 at the price of Fifty-Three Thousand and no/100 Dollars ($53,000.00), 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 $53,000.00, to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto SunTrust Bank, 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 Lots Nos. 41 and 43, Block 100, Plan No. 1, West Nashville, as of record in Book 57, pages 74 and 75, Register's Office for said County.

Said Lots Nos. 41 and 43 front together 50 feet on the easterly side of 47th Avenue, North, formerly 6th Street, and runs back between parallel lines 160 feet to an alley.

Being the same property conveyed to the Grantor by deed of even date and being recorded simultaneously herewith.

The Property is improved property.

The street address of the Property is believed to be 708 47th Avenue North, Nashville, Tennessee 37209, 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, 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 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 all matters on the Plan of Record in Book 57, pages 74 and 75, 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.

J. Bryan Echols, Successor Trustee

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 am 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 29th day of February, 2000.

Julie A. Carson
Notary Public

My commission expires: 7-27-2002

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is Fifty-Three Thousand and 00/100 Dollars ($53,000.00).

Affiant

Subscribed and sworn to before me this the 29th day of February, 2000.

Julie A. Carson
Notary Public

My commission expires: 7-27-2002