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

Instr:200004190039321 Page: 1 OF 3
REC'D FOR REC 04/19/2000 2:03:22PM
RECORD FEE: $15.00
M. TAX: $0.00 T. TAX: $582.66

PICK-UP

Address New Owner(s) as Follows:	Send Tax Bills To:	Map and Parcel No.:
W. Casey Reed 111 Printer's Alley, Suite 400 Nashville, TN 37201	Same	103-16H-13.00

SUCCESSOR TRUSTEE'S DEED

This Successor Trustee's Deed is made and entered into on this the 19th day of April, 2000, by J. Bryan Echols, Successor Trustee ("Successor Trustee").

WHEREAS, by Deed of Trust dated the 23rd day of May, 1996, of record in Book 10060, page 913, Register's Office for Davidson County, Tennessee (the "Deed of Trust"), James Winston Peebles, a single person (the "Grantor") conveyed to T. Michael Logan, Trustee, the Property (as hereinafter defined) to secure payment to SunTrust Bank, Nashville, N.A. (now known as SunTrust Bank) (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 at Instrument No. 2000003030021448, said Register's Office; and

WHEREAS, Lender directed the Successor Trustee to sell the Property (as hereinafter defined) 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 April 13, 2000, at the front (main) door of the Davidson County Courthouse in Nashville, Tennessee (the "Foreclosure Notice"), such Foreclosure Notice appearing in The Nashville Record on March 23, 2000, March 30, 2000 and April 6, 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 W. Casey Reed at the price of One Hundred Fifty Seven Thousand Four Hundred Seventy Five and no/100s Dollars ($157,475.00), 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 $157,475.00, to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto W. Casey Reed, his heirs, successors and assigns (the "Grantee") all of my right, title and interest in and to the following described real estate, together with all improvements, tenements, hereditaments and appurtenances, all easements serving or benefiting the property, and any or all fixtures and improvements now attached to the property, but no further or otherwise, located in Davidson County, Tennessee (collectively, the "Property"), and more particularly described as follows, to wit:

A condominium apartment in Davidson County, Tennessee, being Unit No. 25 of Stanford Place, a horizontal property regime pursuant to the Tennessee Horizontal Property Act, as shown on Exhibit "B" to the Master Deed of record in Book 10018, page 140, Register's Office for said County, to which source reference is hereby made for more complete details of description, together with the said Apartment's

appurtenant undivided interest in the general and limited common elements of the Condominium.

BEING the same property conveyed to James Winston Peebles by deed from Wellington II Limited Partnership, a Tennessee Limited Partnership, which is being placed of record immediately prior hereto.

The Property is improved property.

The street address of the Property is believed to be 4040 Woodlawn Drive, #25, Nashville, Tennessee 37205, 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 the statutory right of redemption; and all homestead, dower and all other exemptions and marital rights, all of which are expressly waived and conveyed 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/or 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: (1) All matters on the Plans of record in Book 5210, page 341, in Book 5200, page 316, and in Book 421, page 84, said Register's Office; (2) All matters set forth in Master Deed of record in Book 10018, page 140, said Register's Office and the By-laws of record in Book 10018, page 150, as amended in Book 10058, page 623, said Register's office; and (3) Restrictions as contained in Book 5721, page 241, said Register's Office and in Book 5740, page 897, 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 James Winston Peebles.

WITNESS the signature of the Successor Trustee on this the day and date first above written.

J. Bryan Echols

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 18th day of April, 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 One Hundred Fifty Seven Four Hundred Seventy Five and no/100s Dollars ($157,475.00).

W. Cary Reed

Affiant

Subscribed and sworn to before me this the 19th day of April, 2000.

Julie A Carson

Notary Public

My commission expires: 7-27-2002