This Instrument Prepared By:
Nicholas W. Whittenburg
MILLER & MARTIN LLP
1000 Volunteer Building
832 Georgia Avenue
Chattanooga, Tennessee 37402-2289

Instr:200005180050156 Page: 1 OF 3
REC'D FOR REC 05/18/2000 3:57:23PM
RECORD FEE: $15.00
M. TAX: $0.00 T. TAX: $214.60

Name and Address of New Owner:

AmSouth Bank
P.O. Box 847
Birmingham, AL 35201

Name and Address of Person or Entity Responsible for Payment of Real Property Taxes:

Same

Tax Map & Parcel No.:

43-16/186

TRUSTEE'S QUITCLAIM DEED

THIS DEED is executed to be effective as of the 5th day of May, 2000 from **Nicholas W. Whittenburg** as Grantor, in his capacity as Substitute Trustee, to **AmSouth Bank** as Grantee.

W I T N E S E T H:

WHEREAS, on March 14, 1996, James Jenkins, Jr. and Kimberly Jenkins executed a Deed of Trust (the "Deed of Trust") to the trustee named therein to secure the prompt payment of certain indebtedness held by and owing to AmSouth Bank, ("Bank") said indebtedness being more particularly described in the Deed of Trust which is of record in the Register's Office of Davidson County, Tennessee in Book 9983 Page 319, to which reference is hereby made; and

WHEREAS, default was made in the payment of the aforesaid indebtedness and in the performance of the covenants described in the Deed of Trust, by reason of which the entire balance owing thereunder was declared to be due and payable; and

WHEREAS, pursuant to the terms of the Deed of Trust, Nicholas W. Whittenburg was appointed as Substitute Trustee as reflected in that certain Appointment of Substitute Trustee recorded in Instrument No. 200003200028091 in the Register's Office of Davidson County, Tennessee.

WHEREAS, by virtue of the power and authority vested in me as Substitute Trustee under the Deed of Trust, at the request of Bank, being the owner and holder of the indebtedness secured thereby, and for the purposes of effecting payment and satisfaction of the indebtedness, including principal, interest, late charges, attorney fees and costs of sale, I, Nicholas W. Whittenburg,

as Substitute Trustee, did on May 5, 2000 commencing at 11:30 A.M. pursuant to advertisement of sale published in the Nashville Record in its editions of April 13, 2000, April 20, 2000, and April 27, 2000, offer for sale and sold at public auction to the highest and best bidder for cash at the front door of the Davidson County Courthouse in the City of Nashville, Tennessee, in bar of the equities of redemption, statutory redemption, dower, homestead and all other exemptions of every kind, all of which are expressly waived in the Deed of Trust, the hereinafter described real estate, at which sale the Grantee became the highest and best bidder at and for the sum of Fifty-Eight Thousand and 0/100 Dollars ($58,000.00).

NOW, THEREFORE, I, Nicholas W. Whittenburg, Substitute Trustee, exercising the power and authority vested in me, and in bar of the equities of redemption, statutory redemption, dower and homestead, do hereby quitclaim to the Grantee, its successors and assigns, all my interest in the following described real estate located in the City of Madison, County of Davidson, State of Tennessee:

> Being Lot No. 80 on the Plan of Section 2, Arrowhead Estates, of record in Plat Book 5050 at Page 83, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description.
>
> Being the same property conveyed to the within named grantors by deed of even date, which instrument is being recorded simultaneously herewith.

The street address of this property is believed to be:
233 Warrior Road, Madison, TN 37115

For source of Grantor's equitable interest in the property, reference is made to Book 9983 Page 319, Register's Office of Davidson County, Tennessee. The legal description is unchanged from prior deed of record.

The Substitute Trustee does hereby quitclaim unto Grantee all of his right, title and interest in the said property and not further or otherwise and subject to any governmental zoning or subdivision ordinances or regulations in effect thereon and further subject to any unpaid taxes or assessments owing on the property.

IN WITNESS WHEREOF, I, Nicholas W. Whittenburg, Substitute Trustee, have executed this instrument to be effective the date first above written.

Nicholas W. Whittenburg
Substitute Trustee

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

Personally appeared before me, Tanya D. English, Notary Public, Nicholas W. Whittenburg, with whom I am personally acquainted, and who acknowledged that he/she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 5th day of May, 2000.

Notary Public
My Commission Expires: MY COMMISSION EXPIRES MAY 7, 2003

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

I hereby swear or affirm that, to the best of my knowledge, information and belief, the actual consideration for this transfer is $58,000.

Nicholas W. Whittenburg

Sworn to and subscribed before me
this 5th day of May, 2000

Notary Public
My Commission Expires: MY COMMISSION EXPIRES MAY 7, 2003