PICK-UP

This Instrument Prepared By:
Richard K. Smith
Parker, Lawrence, Cantrell & Dean
200 Fourth Avenue, North
5th Floor, Noel Place
Nashville, Tennessee 37219

Owner: Regions Bank of Tennessee
Send Tax bills to:
315 Union Street
Nashville, Tennessee 37230
Map: 092-03-0 Parcel: 025.00

Instr:200008310086253 Page: 1 OF 3
REC'D FOR REC 08/31/2000 11:25:19AM
RECORD FEE: $15.00
M. TAX: $0.00 T. TAX: $155.40

TRUSTEE'S DEED

WHEREAS, Edna P. Fitzgerald and Lyndon L. Hamilton, by Deed of Trust, dated June 2, 1998, of record in Book 10959, page 645 of the Register's Office for Davidson County, the hereinafter described real property, to secure payment of a Promissory Note as more fully described in said Deed of Trust, payable to Regions Bank of Tennessee; and

WHEREAS, F. M. Puryear has been appointed Successor Trustee by the owner and holder of said Note by instrument number 200008030076906 recorded August 3, 2000 of the Register's Office for said County; and

WHEREAS, default occurred in the terms and conditions of said Note and/or Deed of Trust and the lawful owner called on F. M. Puryear, Successor Trustee, to advertise the property for sale pursuant to the provisions of the Deed of Trust. The Successor Trustee did, therefore, pursuant to the authority vested in him as Successor Trustee, and pursuant to the terms and provisions of said Deed of Trust advertise the property by publishing a Notice of Sale in the Nashville Record, a newspaper published in Davidson County, Tennessee, advertising the sale of the property on August 10, August 17, and August 24, 2000 at the courthouse in Nashville, Davidson County, Tennessee at public outcry to the highest bidder for cash, free from the equity of redemption, homestead, dower and all other exemptions of every kind, but subject to any and all taxes, liens, restrictions, restrictive covenants, easements, setback lines, encumbrances, and rights pertaining thereto which may effect the property.

Pursuant to said Notice of Sale, the Successor Trustee, at the time and place affixed therein, offered the property for sale to the highest bidder for cash and sold said property to Regions Bank of Tennessee, for the sum of Forty Two Thousand ($ 42,000), this being the highest and best bid received therefor.

The owner and holder of the indebtedness for which the property was sold having applied the amount of the bid toward payment of its note and its permissible expenses and fees incurred as of the date of sale, the Successor Trustee has this date bargained and sold and does hereby sell, transfer and convey unto Regions Bank of Tennessee, its successors and assigns, the following described real property in Davidson County, Tennessee, and more particularly described as follows:

Land in Davidson County, Tennessee, described as follows:

Being Lot No. 5 on the Plan of J.L. Brown Subdivision, as of record in Book 21, page 136, Register's Office for Davidson County, Tennessee. Included in the above, but excluded therefrom is that part of the conveyed property condemned by the State of Tennessee, of record in Book 4318, page 727, as follows:

> Beginning at a point in the southerly margin of an alley said point being the common corner between Lots Nos. 5 and 6, on the Plan of J.L. Browns' Subdivision, as of record in Book 21, page 136, Register's Office for Davidson County, Tennessee; thence with the southerly margin of an alley and the northerly boundary of said Lot No. 5, north 81°03'17" east 50 feet to the common corner between Lots Nos. 4 and 5 of the above mentioned subdivision; thence with the common line between said Lots Nos. 4 and 5 south 17°18'37" east 66.69 feet to a point; thence south 71°03'58" west 50 feet to a point in the common line between said Lots Nos. 5 and 6; thence with the common line between said Lots Nos. 5 and 6, north 17°48'37" west 66.67 feet to the point of beginning.

Being the same property conveyed to Edna P. Fitzgerald and Lyndon L. Hamilton by Deed from Antonio C. Turner of record in Book 10959, page 642, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to the following: Lack of direct access to controlled access highway; all rights of ingress and egress to, from and across the same and to and from abutting lands having been conveyed to the State of Tennessee, by deed of record in Book 4318, page 727, Register's Office for Davidson County, Tennessee, the same having been noted in the deed of conveyance of record in Book 7677, page 137, said Register's Office.

TO HAVE AND TO HOLD, the aforesaid real estate, together with all improvements thereon, upon the said Regions Bank of Tennessee its successors and assigns, in fee simple, forever, in bar of the equity of redemption, homestead and dower and all other exemptions of every kind, but subject to all being put in previous writing.

And the Successor Trustee does hereby transfer, assign and set over to the said Regions Bank of Tennessee, its successors and assigns all the covenants and warranties contained in the aforesaid Deed of Trust, and does hereby warrant the title as fully as he is authorized to do as Successor Trustee, but no further or otherwise. The Property is sold, however, without any other warranty as to the quantity or quality thereof, and expressly subject to the following:

1. 1998 County Taxes in the amount of $2,117.16, a lien past due and payable, plus penalty and interest;

2. 1999 County Taxes in the amount of $384.70, a lien past due and payable, plus penalty and interest;

3. 2000 County Taxes, a lien not yet due and payable;

4. Encroachments, overlaps, boundary line disputes and any other matters which would be disclosed by an accurate survey or inspection of the premises;

5. Easement or claims of easements not shown by public records;

6. Any and all unpaid taxes and special assessments;

7. Any and all restrictions, easements, set-back lines, deeds of trust, or other prior encumbrances of record, including rights of redemption of any governmental agency, state or federal;

8. Any zoning ordinance of the City of **Nashville** or **Davidson** County, Tennessee;

9. Title to that portion of the premises embraced within the bounds of any public roads or highways; and

10. No warranty, express or implied, is made by the Trustee or the holder of the indebtedness as to the condition of the property or the improvements located thereon.

WITNESS my hand this 31 day of August, 2000.

Successor Trustee

F. M. Puryear

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

Personally appeared before me, the undersigned, a Notary Public, in and for the above state and county, the above-signed F. M. Puryear, with whom I am personally acquainted, or who identified himself to my satisfaction, who acknowledged himself to be the Successor Trustee, and who acknowledged that as such Successor Trustee, he was authorized to sign the foregoing document and duly being sworn he did so sign by affixing his name hereto.

Witness my hand and seal this 31 day of August, 2000.

Sharon H. Craddock
NOTARY PUBLIC

SHARON H. CRADDOCK NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires:

11-30-02

AFFIDAVIT

The actual consideration or value of this transfer whichever is greater is $ Forty Two Thousand ($ 42,000).

F. M. Puryear
AFFIANT

Sworn to and subscribed before me this 31 day of August, 2000.

Sharon H. Craddock
NOTARY PUBLIC

My Commission Expires:

11-30-02

SHARON H. CRADDOCK NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.