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

Name and Address of New Owner:	**Name and Address of Person or Entity Responsible for Payment of Real Property Taxes:**	**Tax Map & Parcel No.:**
AmSouth Bank P.O. Box 320380 Birmingham, AL 35232	Same	119-14/332

TRUSTEE'S QUITCLAIM DEED

THIS DEED is executed to be effective as of the 8th day of September, 2000 from **Nicholas W. Whittenburg** as Grantor, in his capacity as Substitute Trustee, to **AmSouth Bank** as Grantee.

W I T N E S S E T H:

WHEREAS, on October 31, 1997, Richard D. Foster 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 10667, Page 499, 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: 200008020076652 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, by and through my agent, Jean Shearer, did on September 8, 2000, commencing at 10:30 A.M. pursuant to advertisement of sale published in the *Nashville Record* in its editions of August 17, 2000, August 24, 2000, and August 31, 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 Ninety Three Thousand Three and 78/100 Dollars ($93,003.78).

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 Nashville, County of Davidson, State of Tennessee:

> A certain tract or parcel of land in Davidson County, State of Tennessee, described as follows to wit:
>
> Being the westerly 30 feet of the southerly 150 feet of Lot No. 91 and the southerly 150 feet of Lot No. 92 on the Plan of Airdrie Subdivision "C", as of record in Book 547, page 160, Register's Office for said County.
>
> Said parts of Lots Nos. 91 and 92 front together 80 feet on the northerly side of East Morton Avenue and run back between parallel lines, with the easterly margin of Wingate Avenue 150 feet to a dead line.
>
> The property address is believed to be:
> 210 Morton Avenue, Nashville, TN 37211.

For source of Grantor's equitable interest in the property, reference is made to Book 10667 Page 499, 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 11th day of September, 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 $93,003.78.

Nicholas W. Whittenburg

Sworn to and subscribed before me
this 11th day of September, 2000

Notary Public

My Commission Expires: MY COMMISSION EXPIRES MAY 7, 2003