State of Tennessee
County of Davidson

The actual consideration or value, whichever is greater for this transfer is $155,338.00.

Affiant

Subscribed and sworn to before me this 7th day of June, 2001.

Notary Public

My Commission Expires: July 3, 2001

*Prepared by:*

Law Office of David J. Waynick
211 Donelson Pike, Suite 2
Nashville, TN 37214
(615) 885-5707

Davidson County DEEDQC
Recvd: 07/03/01 10:53 3pgs
Fees:18.00 Taxes:574.75

20010703-0070451

This instrument prepared from information furnished by below parties.

# QUITCLAIM DEED

This Deed is executed to be effective as of the 7th day of June, 2001, from David J. Waynick as grantor, in his capacity as trustee, to James Oatsvall and wife, Jean Oatsvall, as grantees.

**WITNESSETH:**

WHEREAS, on February 2, 1995, John Barry Ward, a resident of Davidson County, Tennessee, executed a Deed of Trust (the "Deed of Trust") to David J. Waynick, Trustee, to secure the prompt payment of certain indebtedness payable to James Oatsvall and wife, Jean Oatsvall ("Beneficiaries"), which indebtedness is evidenced in part by a promissory note (the "Note") as is more particularly described in the Deed of Trust, which is of record in the Register's Office of Davidson County, Tennessee in Book 10808, Page 977, and re-recorded in Book 10808, Page 991, in the Register's Office of Davidson County, Tennessee, to which reference is hereby made; and

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

WHEREAS, by virtue of the power and authority vested in me as Trustee under the Deed of Trust, at the request of Beneficiaries, being the owners and holders of the indebtedness secured thereby, and for the purposes of effecting payment in satisfaction of the indebtedness, including principal, interest, attorney's fees and costs of sale, I, David J. Waynick, as Trustee, did on June 7, 2001, commencing at 11:00 o'clock a.m., pursuant to advertisement published in The Nashville Record, in the editions of May 17, 2001, May 24, 2001, and May 31, 2001, offer for sale and sold at public outcry to the highest and best bidder for cash, in bar of all equities of redemption, statutory redemption, dower and homestead, the hereinafter described real estate, at which such sale, James Oatsvall and wife, Jean Oatsvall, became the highest and best bidder at and for the sum of One Hundred Fifty-Five Thousand Three Hundred Thirty-Eight Dollars and No Cents ($155,338.00); and

WHEREAS, the proceeds of such sale have been applied in payment of the advertising charge of $294.39, attorney's fees, and all other costs of sale, and the balance applied as a payment or credit on the Note thereby secured;

NOW, THEREFORE, I, David J. Waynick, Trustee, exercising the power and authority vested in me, and in bar of the equities of redemption, statutory redemption, dower and homestead, do hereby sell, transfer and convey unto James Oatsvall and wife, Jean Oatsvall, as grantees the following described real estate having an address of 2600 and 2601 Old Hickory Boulevard.; Old Hickory, TN 37138, in Davidson County, Tennessee:

Being Lot Nos. 9, 10, 11, 12 and 13 of Block 4 on the Plan of Dobbs and Elliott's Subdivision No. 1, Old Hickory, Tennessee, as of record in Book 547, page 97, Register's Office for Davidson County, Tennessee.

Said Lot No. 9 fronts 50 feet on the southeasterly side of 26th Street and runs back between parallel lines, with the northeasterly margin of an alley, 144 feet to an alley in the rear.

Said Lot Nos. 10, 11, 12 and 13 front 25 feet each on the northeasterly side of Old Hickory Boulevard, formerly Concrete Drive, and runs back between parallel lines 120 feet to an alley, said Lot No. 10 running back with the southeasterly margin of 26th Street.

INCLUDED in the above description but, EXCLUDING therefrom, is a portion of the above described premises having been conveyed to the State of Tennessee by deed of record in Book 5017, page 974, said Register's Office and described as follows:

Being a part of Lots 9-13, Block 4 on the Plan of Dobbs and Elliott's Subdivision No. 1 of record in Book 547, page 97, described as follows:

Beginning at the point of intersection of the northeast margin of Old Hickory Boulevard (State Route 45) and the southeast margin of 26th Street; thence along the said southeast margin of 26th Street, north 44 degrees, 15 minutes east 19 feet, more or less, to a point; thence along a curve having a radius of 26.5 feet southeastwardly 29 feet, more or less, to a point; thence south 45 degrees, 45 minutes east, 77 feet, more or less, to a point; thence south 44 degrees, 15 minutes west, 6 feet, more or less, to a point in the said northeast margin; thence along the said northeast margin north 45 degrees, 45 minutes, 100 feet, more or less, to the point of beginning and containing 672 square feet.

Source of Grantor's equitable interest is a deed recorded in Book 9650, Page 605, Register's Office of Davidson County, Tennessee.

The above described property is improved property.

The sale was advertised and made as trustee only, without covenants or warranties of title, express or implied, subject to any governmental zoning or subdivision ordinances and further subject to any unpaid taxes or assessments owing on the property and this conveyance is so made. However, grantor, as Trustee, but not otherwise, hereby assigns and sets over to grantees all of the covenants and warranties contained in the Deed of Trust and in any prior deeds referred to in said Deed of Trust.

IN WITNESS WHEREOF, I, David J. Waynick, Trustee, have executed this instrument to be effective this 7th day of June, 2001.

David J. Waynick, Trustee

James Oatsvall, Grantee

Jean Oatsvall, Grantee

STATE OF TENNESSEE
COUNTY OF WILSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named David J. Waynick, the Trustee, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Subscribed and sworn to before me this 7th day of June, 2001.

Christie J. Lannom
Notary Public

My Commission Expires: June 2, 2001

CHRISTIE J. LANNOM NOTARY PUBLIC LARGE WILSON CO. TENN.

STATE OF TENNESSEE
COUNTY OF WILSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named James Oatsvall and Jean Oatsvall, the Grantees, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she executed the within instrument for the purposes therein contained.

Subscribed and sworn to before me this 7th day of June, 2001.

Christie J. Lannom
Notary Public

My Commission Expires: July 3, 2001

CHRISTIE J. LANNOM NOTARY PUBLIC LARGE WILSON CO. TENN.