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This instrument prepared by:
J. Bryan Echols, Esq.
STITES & HARBISON, PLLC
424 Church Street, Suite 1800
Nashville, Tennessee 37219

Davidson County DEEDTRS
Recvd: 11/28/01 14:53 4pgs
Fees:23.00 Taxes:862.79
20011128-0130180

Address New Owners:	Send Tax Bills To:	Map and Parcel No.:
SunTrust Bank P. O. Box 305110 Nashville, TN 37230-5110	SAME	135-14-O-A-221.00 CO 135-14-O-A-271.00 CO

SUCCESSOR TRUSTEE'S DEED

This Successor Trustee's Deed is made and entered into as of the 28th day of November, 2001, by J. Bryan Echols, Successor Trustee ("Successor Trustee").

WHEREAS, by Supplementary Construction Deed of Trust, Security Agreement and Fixture Filing (the Deed of Trust) dated the 31st day of May, 2000, of record as Instrument No. 200006020055158, Register's Office for Davidson County, Tennessee, W. L. Bainbridge, Inc. (the "Grantor") conveyed to D. Reed Houk, Trustee, the Property (as hereinafter defined) to secure payment to 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 D. Reed Houk in accordance with the terms of the Deed of Trust by an Appointment of Successor Trustee of record as Instrument No. 20011029-0117473, said Register's Office; and

WHEREAS, Lender directed the Successor Trustee to sell the Property 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 November 27, 2001, at the main door facing the parking lot of the Davidson County Courthouse in Nashville, Tennessee (the "Foreclosure Notice"), such Foreclosure Notice appearing in said paper on November 1, 2001, November 8, 2001 and November 15, 2001; and

WHEREAS, the Successor Trustee further sent a copy of the Foreclosure Notice to Grantor, and following the appearance of the Foreclosure Notice in said newspaper the default was not cured; 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 SUNTRUST BANK, a Georgia corporation at the price of Two Hundred

Thirty Three Thousand One Hundred Eighty Seven Dollars ($233,187.00), 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 $233,187.00 to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto **SUNTRUST BANK**, a Georgia corporation, its successors and assigns (the "Grantee") all of my right, title and interest in and to the following described real estate, together with the hereditaments and appurtenances thereunto appertaining, but no further or otherwise, located in Davidson County, Tennessee (collectively, the "Property"), and more particularly described as follows, to wit:

Being Lots Nos. 221 and 271 on the Plan of Pinnacle Point, Phase 5 of record in Plat Book 8250, page 842 amended in Book 11114, page 958, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete legal description.

Being the same property conveyed to W. L. Bainbridge, Inc. a Tennessee corporation by Special Warranty Deed from Chickering Development Company, a Tennessee corporation, of record at Instrument Number 200006020055157 in the Register's Office for Davidson County, Tennessee.

The Property is improved property.

The street address of the Property is believed to be 1601 Clingmans Court, Antioch, Tennessee (as to Lot No. 221) and 1021 Blue Mountain Lane, Antioch, Tennessee, (as to Lot No. 271) but such addresses are 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 of all claims to homestead and dower therein 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 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 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.

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 and all other matters, including, without limitation, liens, easements, restrictions, claims, defects, encumbrances, adverse claims and other matters which take priority over the Deed of Trust under which the foreclosure was held.

10. Any adverse claim to any portion of said land which has been created by artificial means or has accreted to any such portion so created and riparian rights, if any.

11. Restrictive Covenants of record in Book 6405, page 169, Book 7032, page 730 corrected in Book 7067, page 739 and Book 10097, page 390, Register's Office of Davidson County, Tennessee.

12. Deeds of Conveyance of record in Book 7097, page 158, Book 11201, page 733 and Book 11201, page 757, said Register's Office.

13. Storm Water Detention Agreement of record in Book 10752, page 463 and Book 7424, page 953, said Register's Office.

14. Articles of Incorporation recorded in Book 7058, page 234, said Register's Office.

15. Master Deed and Bylaws recorded in Book 7032, page 730 and Book 7032, page 761, said Register's Office.

16. Subject to all matters as set forth per Plat Book 8250, page 842 amended in Book 11114, page 958, said Register's Office.

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

J. Bryan Echols, Successor Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Pamela Walker, 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 28th day of November, 2001.

PAMELA WALKER NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

Notary Public
My Commission Expires: 11-29-03

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is Two Hundred Thirty Three Thousand One Hundred Eighty Seven Dollars ($233,187.00).

Affiant

Subscribed and sworn to before me this the 28th day of November, 2001.

PAMELA WALKER NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

Notary Public
My Commission Expires: 11-29-03