THIS INSTRUMENT PREPARED BY:
MARTIN C. GINER, ATTORNEY
222 SECOND AVENUE NORTH
326 WASHINGTON SQUARE
NASHVILLE, TN 37201
(615) 259-9222

Davidson County DEEDTRS
Recvd: 01/15/02 13:52 3pgs
Fees:19.00 Taxes:99.90

20020115-0006095

TRUSTEE'S DEED

Address of New Owner	Send Tax Bill To:	Map/Parcel No.
Nathan Wall 3104 Clarksville Hwy Nashville TN 37218	Same	Map 60-2/Parcel 14

WHEREAS Jason E. Swafford, by Installment Deed (the "Installment Deed") dated April 23, 1999, of record in Deed Book 11448, Pages 1-3, Register's Office for Davidson County, Tennessee, conveyed to Hunter Short, Trustee, the hereinafter described real property for the purposes set forth in said Installment Deed; and

WHEREAS the indebtedness secured by the Installment Deed has become overdue and unpaid, and the lawful holder and owner of said debt has called upon the Trustee to foreclose on the Installment Deed; and

WHEREAS after due advertisement as required by law and as required by the terms of the Installment Deed offered the property for sale to the highest bidder for cash, at public outcry, at 11:00 a.m. central standard time on January 4, 2002, at the south door of the Davidson County Courthouse in Nashville, Tennessee, when and where Nathan Wall ("Grantee") became the last and highest bidder for cash at the price of Twenty-Seven Thousand Dollars and no/100 ($27,000.00).

NOW THEREFORE, in his capacity as Trustee and not otherwise, and in consideration of the sum of Twenty-Seven Thousand Dollars and no/100 ($27,000.00), Hunter Short, Trustee, does hereby bargain, sell, and quitclaim, and by these presents does hereby transfer and convey unto Nathan Wall, Grantee, his successors and assigns, the following described parcel of land in Davidson County, Tennessee, more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 1 on the Plan of LaVergne Acres, as of record in Book 2330, page 14, Register's Office for said County, to which Plan reference is hereby made for a more complete description of said Lot.
>
> INCLUDED in the above-described real property but hereby expressly EXCLUDED therefrom is that certain parcel of land conveyed to the State of Tennessee in Book 4509, page 572, said Register's Office, as follows:

BEGINNING at a point in the southerly margin of Ewing Drive, said point being the common corner of Lots Nos. 1 and 2 on said Plan and being Fred E. Thompson's northeast corner; thence with said margin eastwardly 187 feet, more or less, to the beginning of a curved line to the left; thence with said curved line 30.9 feet, more or less, to a point in the westerly margin of Brick Church Pike; thence with a curved line to the right which is at all point 25 feet southerly from the said margin of Ewing Drive for a distance of 210 feet, more or less, to a point which is 150 feet northeast of the centerline of proposed I-14; thence South 39 deg. 07 minutes 47 seconds East 230 feet, more or less, to a point in Clarence Litton's north boundary line; thence with said boundary line westwardly 200 feet, more or less, to the southeast corner of Lot No. 2 on said Plan; thence with the common line between Lots 1 and 2 of said Plan northwardly 172.4 feet, more or less, to the point of beginning and containing 22,150 square feet.

Being the same property conveyed to James E. Swafford by Installment Deed of record in Book 11448, page 1, Register's Office of Davidson County, Tennessee.

EXCLUDED herefrom is 1,377 square feet of property and a temporary easement for working area condemned by the State of Tennessee by suit in the Circuit Court of Davidson County, Tennessee, Docket No. 96C-1182, to which reference is here made for a more complete and accurate description.

This is improved property known as 400 Ewing Drive, Nashville, Davidson County, Tennessee 37207.

TO HAVE AND TO HOLD said property with the appurtenances, estate, title, and interest thereto belonging to the said Grantee, his successors and assigns, forever as the undersigned in his capacity as Trustee and not otherwise has the power to convey the same, but subject to the following:

1. Any and all unpaid taxes and assessments, plus interest and penalty, if any:

2. Easements, building setback lines, and other matters shown on the Plan of record in Book 2330, page 14, said Register's Office;

3. Any and all other prior restrictions, encumbrances, or liens of any nature including, without limitation, the rights of redemption of any taxing authority.

And I do further transfer, assign, and convey unto the said Grantee all the rights and benefits of the covenants and warranties in said Installment Deed in as full and ample manner as under it I can or should do, but convey, assign, and transfer as Trustee and not any further or otherwise.

Words used herein indicating number or general shall be read as context may require.

Dated this 16th day of January, 2002.

Hunter Short, as Trustee and not otherwise

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for the State and County aforesaid, Hunter Short, Trustee, with whom I am personally acquainted (or proved on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument, and who acknowledged that he has read the foregoing instrument and understands the contents thereof, and that he voluntarily executed the same.

Witness my hand and official seal at office this 10 day of June, 2002.

Notary Public

My Commission Expires: My Commission Expires JULY 30, 2005

The actual consideration for this transfer or value of the property transferred, whichever is greater, is $27,000.00

Affiant

Sworn to and subscribed before me

this 10 day of June, 2002.

Notary Public

My Commission Expires: My Commission Expires JULY 30, 2005