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Davidson County DEEDTRS
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Fees:23.00 Taxes:1850.00
20030124-0010384

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

Address New Owner(s) as Follows:	Send Tax Bills To:	Map and Parcel No.:
National Loan Investors, L.P. 3030 N. W. Expressway, Suite 1313 Oklahoma City, Oklahoma 73112	Same	051-06-0-29

SUCCESSOR TRUSTEE'S DEED AND BILL OF SALE

This Successor Trustee's Deed and Bill of Sale is made and entered into on this the 24th day of January, 2003 by J. Bryan Echols, Successor Trustee ("Successor Trustee").

WHEREAS, by Deed of Trust, Assignment of Leases and Security Agreement dated the 7th day of April, 1995, of record in Book 9641, page 304, Register's Office for Davidson County, Tennessee (the "Deed of Trust"), Briarville Medical Group, L.L.C. conveyed to Richard F. Warren, Jr., Trustee, the hereinafter described Real Property and Personal Property (as hereinafter defined and collectively referred to herein as "Property") to secure payment to National Loan Investors, L.P., as successor to Wachovia Bank, National Association (the "Lender") of 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 notice was given of such default in the manner required by the terms of said Deed of Trust; and

WHEREAS, the Lender appointed J. Bryan Echols to serve as Successor Trustee in place of Richard F. Warren, Jr. in accordance with the terms of the Deed of Trust by an instrument of record as Instrument No. 20021227-0159868, said Register's Office; and

WHEREAS, the 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 o'clock a.m. on January 24, 2003, at the front door of the Davidson County Courthouse in Nashville, Tennessee (the "Foreclosure Notice"), such Foreclosure Notice appearing in said paper on January 2, January 9 and January 16, 2003; 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 National Loan Investors, L.P. at the price of Five Hundred Thousand and no/100 Dollars ($500,000.00), 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 $500,000.00, to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto NATIONAL LOAN INVESTORS, L.P., its successors and assigns (the "Grantee") all of my right, title and interest in and to the following described Property, together with any and all right, title, interest, and claim to the Property; and all easements and other appurtenances to the Property, and with all tenements, emblements, and hereditaments, including all buildings, structures and other improvements, minerals and mineral rights, flowers, shrubs, crops, trees and timber; and all trade domestic and ornamental fixtures attached to the Property, and all accessions and additions thereto and replacements thereof, including, but not limited to, the following items, which are hereby recognized as fixtures: all heating, air-conditioning, freezing, lighting, laundry, incinerating and power equipment; engines; pipes; pumps; tanks; motors; conduits; switchboards; plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus; boilers, ranges, furnaces, oil burners and units thereof; appliances, air-cooling and air-circulating apparatus; central vacuum cleaning systems; elevators; escalators; shades; awnings, doors, screens; storm doors and windows; stoves; refrigerators; attached cabinets and shelves; partitions; ducts; compressors; rugs; carpets; tiling, linoleum, and other floor coverings; chandeliers and other lighting fixtures; paneling, woodwork, molding, millwork,

and other decorative trimwork; ceiling tiles and panels; and draperies, but no further or otherwise, located in Davidson County, Tennessee, and more particularly described as follows, to wit:

BEING a tract of land located in the Second Civil District of Nashville, Davidson County, Tennessee, and being located on the West margin of Briarville Road South of its intersection with Due West Drive, and being more particularly described as follows:

BEGINNING at an iron pin in the West margin of Briarville Road, said pin being the southeast corner of the property conveyed to Joe Allison, of record in Deed Book 4603, page 840, Register's Office for Davidson County, Tennessee and proceeding as follows:

THENCE, leaving said Allison and with said margin, South 05° 00' 00" West, 416.40 feet to a point, said point being the northeast corner of the property conveyed to William W. Smith, of record in Deed Book 9508, page 649, Register's Office for Davidson County, Tennessee;

THENCE, leaving said margin and with said Smith North 84° 52' 23" West, 290.00 feet to an iron pin;

THENCE, leaving said Smith and severing the property conveyed to Briarville Medical Group Joint Venture, of record in Deed Book 5419, page 439, Register's Office for Davidson County, Tennessee, North 05° 00' 00" East, 266.12 feet to a P.K. Nail. Said Nail being the southeast corner of the property conveyed to J. Tucker Moore, Jr., of record in Deed Book 9380, page 896, Register's Office for Davidson County, Tennessee;

THENCE, with said Moore, North 05° 06' 40" East, 150.10 feet to an iron pin, said pin being the southwest corner of the property conveyed to Joe Allison, of record in Deed Book 4603, page 840, Register's Office for Davidson County, Tennessee;

THENCE, leaving said Moore and with said Allison, South 84° 54' 54" East, 289.71 feet to the beginning.

Said tract being Lots 2, 3 and 4, on the Plan of Oakland Acres, Section Six, as shown on plat of record in Plat Book 2330, page 97, in the Register's Office of Davidson County, Tennessee.

Being the same property conveyed to Briarville Medical Group, L.L.C. by deed of record in Book 9641, page 284, Register's Office for Davidson County, Tennessee , (the "Real Property").

Together with the personal property described in the Deed of Trust, which includes but is not necessarily limited to the following: all fixtures and personal property located and used in the operation of the Property, including, but not limited to, all construction materials, goods, equipment, inventory, farm equipment, farm products and fixtures, and all accessions, additions and replacements thereof and all contract rights, accounts and general intangibles pertaining to the Property or operation of an enterprise thereon (including, without limitation, rights under any maintenance or management contract(s) and the right to use any name associated with the Property), together with all products and proceeds of the foregoing, including insurance proceeds., (the "Personal Property").

The Real Property is improved property.

The street address of the Real Property is believed to be 1210 Briarville Road, Madison, Tennessee, but such address is not part of the legal description of the Real Property. In the event of any discrepancy, the legal description herein shall control.

To have and to hold the Real Property, together with the Personal Property, free of all the equity of redemption, statutory right of redemption, homestead, dower, curtesy, exemption rights, and all other rights and interests, all of which are expressly waived in the Deed of Trust 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 REAL 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 Real 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 Trusteeharmless 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 Real Property lying within the bounds of any roads, streets, or highways.

4. Such prior 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 Real 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. Any restrictions on the transferability of any of the Personal Property (such as licenses, franchises, permits and other items) described above.

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

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, Melinda A. Gray, 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/herself to be the Successor Trustee, and that he/she as such Successor Trustee being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his/her name as Successor Trustee.

Witness my hand and seal, at office in Nashville, Tennessee, this 24th day of January, 2003.

Notary Public
My commission expires: 1-24-04

MELINDA A. GRAY NOTARY PUBLIC AT LARGE DAVIDSON

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($500,000.00).

Affiant

Subscribed and sworn to before me this the 24th day of January, 2003.

Notary Public

My commission expires: 1-24-04

MELINDA A. GRAY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY TENN