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T.B.

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

Davidson County DEEDTRS
Recvd: 03/17/03 14:09 3pgs
Fees:18.00 Taxes:1387.50
20030317-0035198

Address New Owner(s) as Follows:	Send Tax Bills To:	Map and Parcel No.:
Franklin National Bank 230 Public Square Franklin, Tennessee 37064	SAME	160-12-165

SUCCESSOR TRUSTEE'S DEED

This Successor Trustee's Deed is made and entered into on this the 11th day of March, 2003 by J. Bryan Echols, Successor Trustee ("Successor Trustee").

WHEREAS, by Tennessee Deed of Trust and Fixture Filing dated the 17th day of May, 2001, of record as Instrument No. 20010518-0051793, Register's Office for Davidson County, Tennessee, as amended by that certain First Amendment to Tennessee Deed of Trust and Fixture Filing dated the 10th day of October, 2001, of record as Instrument No. 20011015-0112103, said Register's Office, as further amended by that certain Second Amendment to Tennessee Deed of Trust and Fixture Filing dated the 30th day of December, 2001, of record as Instrument No. 20010118-0007976, said Register's Office (as amended, the "Deed of Trust"), conveyed to Robert C. Goodrich, Jr., Trustee, the hereinafter described Property (as hereinafter defined, "Property") to secure payment to Franklin National Bank (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

WHEREAS, the Lender appointed J. Bryan Echols to serve as Successor Trustee in place of Robert C. Goodrich, Jr. in accordance with the terms of the Deed of Trust by an instrument of record as Instrument No. 20020927-0117893, 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 March 10, 2003, at the front door of the Davidson County Courthouse in Nashville, Tennessee (the "Foreclosure Notice"), such Foreclosure Notice appearing in said paper on February 20, 2003, February 27, 2003 and March 6, 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 Franklin National Bank at the price of Three Hundred Seventy Five Thousand and 00/100 Dollars ($375,000.00), 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 $375,000.00, to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto Franklin National Bank, 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 buildings, structures and other improvements now located on all or any part of the Property and any and all fixtures of every kind and nature now located in, on or under the Property and any part thereof and used or usable in connection with any fixture operation of the Property, but no further or otherwise, located in Davidson County, Tennessee, and more particularly described as follows, to wit:

> Land in Davidson County, Tennessee, being Lot No. 21 on the Plan of Epworth Subdivision, of record in Book 5200, page 745, Register's Office for said County, to which plan reference is hereby made for a more complete and detailed description of said lot (the "Property").

The street address of the Property is believed to be 5401 Heather Lane, Brentwood, Tennessee, but such address is 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 free of all rights of redemption, statutory or otherwise (including, without limitation, those rights of redemption contained in Tennessee Code Annotated Section 66-8-101, et seq.), homestead, dower, elective share, rights of appraisement of valuation, and all other rights and exemptions of every kind 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 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 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 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 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 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 12th day of March, 2003.

Melinda A. Gray

Notary Public
My commission expires: 7-24-04

MELINDA A. GRAY NOTARY PUBLIC AT LARGE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is Three Hundred Seventy Five Thousand Dollars and 00/100 Dollars ($375,000.00).

J. Bryan Echols

Affiant

Subscribed and sworn to before me this the 12th day of March, 2003.

Melinda A. Gray

Notary Public

My commission expires: 7-24-04

MELINDA A. GRAY NOTARY PUBLIC AT LARGE