This Instrument Prepared By:

David M. Smythe
Smythe & Puryear
Suite 333- Pilcher Building
144 Second Avenue, North
Nashville, TN 37201
(615) 255-4849

Davidson County DEEDTRS
Recvd: 04/02/03 16:10 2pgs
Fees:13.00 Taxes:481.00
20030402-0043848

SUBSTITUTE TRUSTEE'S DEED

Address New Owner(s) As Follows:	Send Tax Bills To:	Map-Parcel Nos.
The Bank of Nashville 401 Church Street Nashville, TN 37219	Same	Map No. 090-12-0 Parcel 354.00

I, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $130,000.00.

Affiant

Subscribed and sworn to before me, this 2nd day of April, 2003.

Notary Public

My Commission Expires: January 28, 2004

WHEREAS, by Deed of Trust dated January 28, 2000 and recorded in Instrument No. 200001280009388, Register's office for Davidson County, Tennessee, Metro Environmental, Inc., conveyed to T. Wayne Hood, Trustee, the hereinafter described property for the purpose of securing the payment of the indebtedness and performance of the obligations therein set forth; and

WHEREAS, the holder of the debt secured the appointment of undersigned as Substitute Trustee by instrument of record in Instrument No. 20030210-0018378, said Register's office; and

WHEREAS, default was made in the terms and conditions of said Deed of Trust, and the beneficiary requested the undersigned to advertise and sell said property under the terms and provisions of said Deed of Trust; and

WHEREAS, in pursuance of said request of said beneficiary, the said property was advertised for sale in conformity with the terms and provisions of said Deed of Trust, and said advertisement appeared in The Nashville Record on March 6, 2003, March 13, 2003, and March 20, 2003; and

WHEREAS, pursuant to the Notice of Sale, the foreclosure sale was appointed to be held on the 31st day of March, 2003, at 12:00 o'clock p.m. at the south front door of the Davidson County Courthouse, Nashville, Tennessee; and

WHEREAS, at the time and place mentioned in said advertisement, the undersigned offered said property for sale at public outcry to the highest and best bidder for cash at which sale, The Bank of Nashville, being the highest and best bidder became the purchaser of said property at and for the sum of One Hundred Thirty Thousand Dollars ($130,000.00).

NOW, THEREFORE, in consideration of the premises, and the said purchase price bid and paid, undersigned, as the Substitute Trustee, does hereby grant, bargain, sell, transfer, and convey unto The Bank of Nashville, the following real estate:

Land in Davidson County, Tennessee, being part of Lot No. 5 of the Resubdivision of B.F. Cockrill Farm, of record in Plat Book 421, Page 21, Register's Office for Davidson County, Tennessee, and being further described as follows:

Beginning at an iron pin in the south margin of Robertson Avenue, the same being 95 feet west of the west margin of Croley Drive; thence South 6 deg. West 110 feet to an iron pin; thence South 80 deg. 56' East 95 feet to an iron pin in the west margin of Croley Drive; thence with said Croley Drive North 6 deg. East 90 feet to the beginning of a curve having a radius of 20 feet; thence around said curve to the left 30.5 feet to an iron pin in the south margin of Robertson Avenue; thence with said Robertson Avenue North 80 deg. 56' West 75 feet to the point of beginning.

Being the same property conveyed to Metro Environmental, Inc. by deed from H.C. Duke of record in Book 10729, Page 900, Register's Office for Davidson County, Tennessee.

to have and to hold the same, together with all the hereditaments, improvements, buildings, easements, and appurtenances therein and thereunto belonging and appertaining, in fee simple, forever and free from all homestead, dower, equitable right of redemption, statutory right of redemption, marital share and all other exemptions and redemptive rights of every kind in the maker of said Deed of Trust, and all persons claiming through and under said maker.

UNDERSIGNED, as Substitute Trustee, does hereby transfer, assign, and set over unto The Bank of Nashville, its successors and assigns, all of the covenants or warranties contained in the its aforesaid Deed of Trust, and does hereby warrant the title to the aforesaid real estate as fully and completely as he is authorized to do as such Substitute Trustee, but no further or otherwise. Undersigned makes no warranties as to condition, location or set back of improvements on the property. This conveyance is subject to such priority tax liens and prior encumbrances as may appear of record, as well as all ad valorem property taxes which may be of record or applicable to said property.

The designation of the parties to this instrument in either the plural or singular shall be applied to mean either number, and where appropriate in the context hereof, shall mean any one or more of said parties, and any pronoun used herein shall include the masculine, feminine and neuter genders.

IN WITNESS WHEREOF, undersigned has hereunto set his hand and seal, this 2nd day of April, 2003.

David M. Smythe
Substitute Trustee

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Shelby L. Orr, a Notary Public in and for the said county and State, the within named bargainor, David M. Smythe, Substitute Trustee, with whom I am personally acquainted, (or who proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purpose therein contained.

Witness my hand and official seal at office this 2nd day of April, 2003.

Notary Public

My Commission Expires: January 28, 2006