This Instrument Prepared By:
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Nashville, Tennessee 37219

Davidson County DEEDTRS
Recvd: 07/08/03 10:49 4pgs
Fees:23.00 Taxes:185.00
20030708-0093523

Address New Owner(s):	Send Tax Bills To:	Map & Parcel Nos.:
Hobson Pike Partners **6076 Brentwood Chase Dr** **Brentwood, TN 37027**	**New Owner**	**175-00-0-039.01**

TRUSTEE'S DEED

WHEREAS, default was made in the terms, conditions and payments provided for and made in a Deed of Trust dated April 22, 2002, executed by Edward H. Boyd, to Edward C. Bell, Trustee, of record at Instrument #20020502-0054386, Register's Office for Davidson County, Tennessee; and

WHEREAS, INSOUTH Bank, the owner and holder of the indebtedness secured by said Deed of Trust of record at Instrument #20020502-0054386, Register's Office for Davidson County, Tennessee, replaced said Trustee by naming Sam J. McAllester, III, and J. Evan Gower as Substitute Trustees by an instrument of record at Instrument #20030321-0037788, Register's Office for Davidson County, Tennessee, and authorized either of them to act alone with the powers given the Trustee in said Deed of Trust; and

WHEREAS, Sam J. McAllester, III, Substitute Trustee, caused said real property to be advertised in accordance with the provisions of said Deed of Trust, advertising that said property would be sold at 11:00 o'clock A.M., prevailing time on Wednesday, June 25, 2003, at the premises at 12615 Old Hickory Boulevard, Antioch, Davidson County,

Tennessee, to be knocked off and sold to the highest, best and last bidder for cash, and free from the equity of redemption, homestead, dower, and all other exemptions as provided in said Deed of Trust; but subject to any and all mortgages, liens, claims, and unpaid taxes which may be a lien against said property; and

WHEREAS, the Substitute Trustee personally appeared and offered said property for sale at public outcry and the highest, best and last bid received was the sum of Fifty Thousand and No/100 Dollars ($50,000.00) by Hobson Pike Partners, a Tennessee general partnership composed of Jim O. Stafford and Billy Potter (hereinafter referred to as the "Grantee") and said property was knocked off and sold to the Grantee.

NOW, THEREFORE, in consideration of the premises and sum of Fifty Thousand and No/100 Dollars ($50,000.00) cash in hand paid by the Grantee, Sam J. McAllester, III, Substitute Trustee, has this day bargained and sold and, by the premises, does transfer and convey to Grantee, its/their heirs and assigns, a certain tract or parcel of land situated in Davidson County, Tennessee, and described as follows:

> Beginning at a nail in a bottle cap on the centerline of Hobson Pike (Old Hickory Blvd.), said nail being 440 feet, more or less, in a westerly direction from an old established fence and property line; thence with the line South 5 degrees, 57 minutes, West 417.4 feet to an iron pin; thence with a line North 72 degrees, 30 minutes West 208.70 feet to an iron pin; thence with a line North 5 degrees, 57 minutes East 417.4 feet to a nail in a bottle cap in the center line of Hobson Pike (Old Hickory Blvd.); thence with said centerline South 72 degrees, 30 minutes East 208.70 feet to the point of beginning, and contains 2.0 acres, more or less.
>
> Being the same property conveyed to Edward Ray Boyd, a married man, by Warranty Deed from Edward H. Boyd, of record in Instrument No. 20010518-0051448, Register's Office for Davidson County, Tennessee. Being further conveyed to Edward H. Boyd, an individual, by Quitclaim Deed of record as Instrument No. 20020502-0054385, said Register's Office.

Said property is known as 12615 Old Hickory Boulevard, Antioch, Davidson County, Tennessee.

To have and to hold the said tract or parcel of land with the appurtenances, estate, title and interest thereto belonging to the Grantee, its/their heirs, successors, and assigns forever.

And the Substitute Trustee covenants with the said Grantee that he is lawfully seized and possessed of said real property as Substitute Trustee only and, by the terms of the above-mentioned Deed of Trust, has a good right to sell and convey the same and that same is unencumbered except for any and all mortgages, liens, claims, and any and all unpaid taxes that may be a lien against said real estate.

The Substitute Trustee further covenants and binds himself/his successors and assigns, to warrant and forever defend the title to said real estate to the Grantee, its/their heirs and assigns, against the lawful claims of any persons claiming by or through him as Substitute Trustee, but no further or otherwise; it being the intention of the Substitute Trustee only to convey to Grantee no greater title in the subject real estate than he received as Substitute Trustee and that, as Substitute Trustee, he has the right to sell and convey.

This sale is subject to all matters shown on any applicable recorded Plat or Plan; any unpaid taxes which exist as a lien against said property; any restrictive covenants, easements or setback lines that may be applicable; any statutory rights of redemption not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal; and any prior encumbrances that may exist against

the property. This sale is also subject to any matter that an accurate survey of the premises might disclose.

Witness my hand this 7th day of July, 2003.

Sam J. McAllester, III, Substitute Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Tonya R. Martin, a Notary Public of this county, Sam J. McAllester, III, Substitute Trustee, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he (or she) executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 7th day of July, 2003.

NOTARY PUBLIC

My Commission Expires: May 30, 2004

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $50,000.00.

AFFIANT

Subscribed and sworn before me on this 7th day of July, 2003.

NOTARY PUBLIC

My Commission Expires: May 30, 2004