14-B

FROM: DAVID G. THOMPSON
SUBSTITUTE TRUSTEE

TO: BANK OF AMERICA, N.A.
NEW OWNER

Davidson County DEEDTRS
Recvd: 07/10/03 15:06 3pgs
Fees:18.00 Taxes:482.39
20030710-0095869

Address New Owner as Follows:	Send Tax Bills To:	Map-Parcel No.
Bank of America, N.A. MO8-050-02-17 2001 Northeast 46th Street Kansas City, MO 64116-2051	SAME	Map 149-8 Parcel 34

This instrument prepared by: Neal & Harwell, PLC, 150 Fourth Avenue, North, Suite 2000, Nashville, Tennessee 37219

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $130,376.00.

AFFIANT

Subscribed and sworn to before me, this the 10th day of July, 2003.

NOTARY PUBLIC

My Commission Expires: 7/30/05

NOTARY PUBLIC AT LARGE DAVIDSON COUNTY TENNESSEE LES SATURDAY

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by deed of trust dated October 2, 1998, of record in Book 11151, Page 826, Register's Office for Davidson County, Tennessee, hereinafter referred to as "Deed of Trust," Charles S. McCandless and wife, Zelda C. McCandless, conveyed to Ron Suedekem, Trustee, the hereinafter described real estate, hereinafter referred to as "Property," to secure an indebtedness evidenced by a note of even date therewith, which note is fully described in the Deed of Trust, hereinafter referred to as the "Note"; and

WHEREAS, default having occurred in the payment of the Note, and in accordance with the terms of the Note and Deed of Trust, the holder thereof declared the entire indebtedness due and owing; and

WHEREAS, the lawful owner and holder of the indebtedness, by the terms of a certain instrument of record as Instrument No. 20030416-0050815, Register's Office for Davidson County, Tennessee, appointed David G. Thompson, Substitute Trustee, in the place and stead of Ron Suedekem, Trustee; and

WHEREAS, the owner and holder of the indebtedness directed David G. Thompson, Substitute Trustee, to sell the Property, and in accordance with the terms thereof, and pursuant to said direction, David G. Thompson, Substitute Trustee, did advertise the Property for sale as provided in the Deed of Trust and Note, and the Property was advertised to be sold at 10:00 a.m., on July 10, 2003, at the corner of Fifth Avenue and Broadway, at the main entrance to the Gaylord Entertainment Center, in Nashville, Davidson County, Tennessee, at public outcry, to the highest and best bidder for cash, free from the equity of redemption, homestead and dower, and all other exemptions of every kind, all of which are expressly waived in the Deed of Trust, and advertisement of sale was duly published in *The City Paper*, a newspaper of general circulation in Davidson County, Tennessee, on June 3, 10, 17 and 24, 2003; and

WHEREAS, at the time and place of said sale, and upon the Property being offered under the terms hereinabove set forth, Bank of America, N.A. was the highest and best bidder, the Substitute Trustee thereby concluding the sale as of 10:07 a.m., by announcing that the Property had sold;

NOW, THEREFORE, the undersigned, David G. Thompson, Substitute Trustee, pursuant to the credit bid of Bank of America, N.A., acknowledges the credit in the amount of the sum of One Hundred Thirty Thousand Three Hundred Seventy Six and No/100 Dollars ($130,376.00), against the indebtedness of the Note, which was the highest bid, and for and in consideration of said bid, has bargained and sold, and by these presents does hereby transfer and convey unto Bank of America, N.A., its heirs, successors and assigns, the following described real estate in Davidson County, Tennessee:

> Land in Davidson County, Tennessee, being Lot No. 6 on the Plan of Dorhill Acres, Section I, as of record in Book 2330, page 2, Register's Office for said County.
>
> Lot No. 6 is described as follows:
>
> Beginning at a point on the southerly margin of Anderson Road at the northwest corner of Lot No. 7 on said plan; thence with the line between said Lots Nos. 6 and 7 southwardly 400 feet to the common corner of Lots Nos. 4, 6 and 7; thence with the line between Lots Nos. 4 and 6 northwestwardly 148.9 feet to the common corner of Lots Nos. 4, 5 and 6, thence with the line between said Lots Nos. 5 and 6, northwestwardly 271 feet to the southerly margin of said road; thence with the same, northeastwardly 166.80 feet to the beginning.
>
> Being the same property conveyed to Charles S. McCandless and wife, Zelda C. McCandless by deed from Vincent Edwin Dunlap and Peggy Ann Matthews, of record in Book 11151, page 822, Register's Office for Davidson County, Tennessee.
>
> This is improved property known as 2711 Anderson Road, Nashville, TN 37217.

TO HAVE AND TO HOLD the Property, with the appurtenances, estate, title and interest thereto belonging to Bank of America, N.A., its heirs, successors and assigns, forever; and David G. Thompson, Substitute Trustee, does hereby transfer, assign, and set over unto Bank of America, N.A., all of his right, title and interest in the said property as Substitute Trustee, but no further or otherwise.

Concurrent with the sale of the herein-referenced Property, David G. Thompson, Substitute Trustee, acting for and under the instruction of the secured party, also conducted a sale under the Uniform Commercial Code of the personal property of Z Max, Inc., described in UCC Financing Statement of record as File No. 993067382 in the Office of the Tennessee Secretary of State. Bank of America, N.A., being the highest and best bidder, did also purchase the personal property referenced herein, and David G. Thompson, Substitute Trustee, acting for and under the instruction of the secured party, for the same good and valuable consideration, does by these presents hereby sell, transfer, assign and set over all of the secured party's right, title and interest in and to the said personal property, but not further or otherwise. Said personal property is described as follows:

1. All equipment and machinery, including power-driven machinery, equipment and furniture, together with all replacements thereof, all attachments, accessories, parts and tools belonging thereto or for use in connection therewith.

2. All inventory, raw materials, work in process and supplies.

IN WITNESS WHEREOF, the said David G. Thompson, Substitute Trustee, has executed this instrument on this the 10th day of July, 2003.

DAVID G. THOMPSON, Substitute Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named David G. Thompson, Substitute Trustee, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that he executed the within instrument for the purposes therein contained in his capacity as Substitute Trustee.

Witness my hand and seal, at office in Nashville, Tennessee, this the 10th day of July, 2003.

Leslie Saturday
NOTARY PUBLIC

LESLIE SATURDAY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY

My Commission Expires: 7/30/05