Box 58B

This Instrument Prepared By:
Marshall L. Hix, Esquire
HIX & GRAY, PLC
1620 AmSouth Center
315 Deaderick Street
Nashville, Tennessee 37238-1620

Davidson County DEEDTRS
Recvd: 07/23/03 15:07 4pgs
Fees:23.00 Taxes:740.00
20030723-0103321

Address New Owner(s):	Send Tax Bills To:	Map & Parcel Nos.:
NCW-National Car Wash, LLC 3855 Dickerson Road Nashville, TN 37207	SAME	Map/Parcel 075-10-0 212.00

TRUSTEE'S DEED

WHEREAS, default was made in the terms, conditions and payments provided for and made in a Deed of Trust (Participation) dated May 21, 1998, executed by Connolly Investments, Inc., to David B. Gray, Trustee, of record in Book 10942, page 184, Register's Office for Davidson County, Tennessee (the "Deed of Trust"), to secure the payment of certain indebtednesses described in the Deed of Trust (the "Secured Indebtedness"); and

WHEREAS, Wesley Neill and Benny Neill assumed the Secured Indebtedness and the Deed of Trust by an Assumption Agreement (With Release) dated June 6, 2001, of record as Instrument Number 20010606-0059530, Register's Office for Davidson County, Tennessee (the "Assumption Agreement"); and

WHEREAS, Community Bank & Trust, now First Volunteer Bank, is the owner and holder of the Secured Indebtedness; and

WHEREAS, default has been made in the payment of the Secured Indebtedness and First Volunteer Bank has demanded that the real property and personal property be advertised and sold, with the proceeds applied toward payment of the Secured Indebtedness, the cost of foreclosure and all other expenses, in accordance with the terms and provisions of the Deed of Trust; and

WHEREAS, David B. Gray, Trustee, caused certain real property described in the Deed of Trust (the "Property") to be advertised in accordance with the provisions of the Deed of Trust, advertising that the sale of the Property would be commenced at 11:00 a.m., prevailing time on Friday, July 11, 2003, at the below-described premises located at 4121 Lebanon Road, Hermitage, Tennessee 37076, 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 the Deed of Trust; but subject to any and all mortgages, liens, claims and unpaid taxes which may be a prior lien against said property; and

WHEREAS, David B. Gray, Trustee, appeared through his authorized agent and offered said property for sale at public outcry and the highest, best and last bid received was the sum of Two Hundred Thousand and 00/100 Dollars ($200,000.00) by NCW-National Car Wash, LLC (hereinafter referred to as "Grantee"), and the Property was knocked off and sold to Grantee.

NOW, THEREFORE, in consideration of the premises and sum of Two Hundred Thousand and 00/100 Dollars ($200,000.00) cash in hand paid by Grantee, David B. Gray, Trustee, has this day bargained and sold and, by the presents, does transfer and convey to Grantee, its successors, heirs and assigns, a certain tract or parcel of land situated in Davidson County, Tennessee, and described as follows:

> A tract of land located in the 1st Civil District of Davidson County, Tennessee, being Tract 4 of the First Revision, A Planned Unit Development, Wal-Mart Center as recorded in Plat Book 6900, page 237, together with joint access easement as shown on said Plat; and more particularly described as follows:
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> Beginning at a spike being a corner of Tract 6, Wal-Mart Retail Trust and in the East margin of public utility and joint access easement, and also being the Northwest corner of herein described tract; thence with Tract 6, Wal-Mart Retail Trust with the following bearings and distances: South 55 deg. 28 min. 45 sec. East 188.05 feet to an iron pin, South 19 deg. 10 min. 26 sec. East 138.79 feet to an iron pin, North 72 deg. 21 min. 32 sec. West 95.00 feet to an iron pin, North 84 deg. 25 min. West 127.00 feet to an iron pin; thence with Tract 6, Wal-Mart Retail Trust and the East margin of public utility and joint access easement North 05 deg. 35 min. East 26.00 feet to an iron pin; thence with same North 84 deg. 25 min. West 8.00 feet to a spike; thence with same North 05 deg. 35 min. East 77.00 feet to a spike; thence with same North 08 deg. 45 min. East 94.32 feet to the point of beginning containing 0.665 acres by survey of James D. Webb, Tennessee Registered Land Surveyor No. 596, Maury County, Columbia, Tennessee, dated September 13, 1994.
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> Being the same property conveyed to Connolly Investments, Inc. by Warranty Deed of record in Book 10942, Page 179, Register's Office for Davidson County, Tennessee, and being further conveyed to Wesley Neill and Benny Neill, as tenants in common with ownership interests of 50% and 50%, by Warranty Deed from Connolly Investments, Inc., dated June 6, 2001 and recorded June 6, 2001 at 16:33 as Instrument Number 20010606-0059529, Register's Office for 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 Grantee, its successors, heirs and assigns forever.

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

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

This sale is subject to all matters shown on any applicable recorded master deed, 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 22nd day of July, 2003.

David B. Gray, Trustee

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public of this county, David B. Gray, Trustee, the within named 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.

WITNESS my hand, at office, this 22nd day of July, 2003.

NOTARY PUBLIC

My Commission Expires:

KAY M. TENPENNY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires SEPT. 25, 2004

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $200,000.00.

AFFIANT

Subscribed and sworn before me on this 22nd day of July, 2003.

NOTARY PUBLIC

My Commission Expires:

KAY M. TENPENNY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires SEPT. 25, 2004