THIS INSTRUMENT PREPARED BY:
Bottorff, Kavin & Cook, PLC
The Ramparts, Suite 120
155 Franklin Road
Brentwood, TN 37027

FROM: Thomas I Bottorff, Trustee
TO: J.D. Eathery

Davidson County DEEDTRS
Recvd: 01/02/04 12:42 2pgs
Fees:13.00 Taxes:925.00
20040102-0000548

TRUSTEE'S DEED

Address New Owner:	Send Tax Bills To:	Map/Parcel
J.D. Eatherly c/o Vastland Realty Group 1700 Hayes Street, Suite 101 Nashville, TN 37203	Same	93-10-41

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

I hereby swear or affirm that the actual consideration for this transfer is $250,000.00.

Affiant

Subscribed and sworn to before me this 31st day of December, 2003

Notary Public

My Commission Expires: September 22, 2007

TAMMY R. VERSLUIS NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires SEPT. 22, 2007

WITNESSETH

WHEREAS, by virtue of the power and authority vested in me as Trustee under the Deed of Trust, Assignment of Rents and Security Agreement ("Deed of Trust") of record in Book 10883, page 449, Register's Office for Davidson County, Tennessee, at the request of J.D. Eatherly, being the owner and holder of the indebtedness secured thereby and the Beneficiary in said Deed of Trust; and for the purposes of effecting payment in partial satisfaction of the said indebtedness, including principal, interest, attorney's fees and costs of sale, I, Thomas I. Bottorff, as Trustee ("Grantor"), did on December 2, 2003, commencing at 1:00 o'clock p.m. pursuant to advertisement published in the Nashville Record in the editions of November 6, 2003, November 13, 2003, and November 20, 2003, offer for sale and sold at public outcry to the highest and best bidder for cash, in bar of all equities of redemption, statutory redemption, dower and homestead, the hereinafter described real estate, at which such sale J.D. Eatherly ("Grantee") became the highest and best bidder at and for the sum of Two Hundred Fifty Thousand & no/100 Dollars ($250,000.00); and,

WHEREAS, the proceeds of such sale have been applied in accordance with the terms and conditions contained in the aforesaid Deed of Trust, Assignment of Rents and Security Agreement.

NOW, THEREFORE, I, Thomas I. Bottorff, Trustee as Grantor, exercising the power and authority vested in me, and in bar of the equities of redemption, statutory redemption, dower and homestead, do hereby sell, transfer and convey unto J.D. Eatherly as Grantee the following described real property located in Nashville, Davidson County, Tennessee, to wit:

Land in Davidson County, Tennessee, being a portion of Lot "D" on the Plan of Palmer Place, as of record in Book 57, page 117, Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

Beginning at an iron rod situated in the west margin of 8th Avenue South and the north margin of Palmer Place, said point being the southeast corner of the property herein described;

Thence, along the north margin of Palmer Place, N 89 deg. 49 min. 40 sec. West, a distance of 107.49 feet to an iron rod situated in the east margin of Metro Alley No. 115; thence, along said margin of alley, N 09 deg. 31 min. 45 sec. West a distance of 70.91 feet to an iron rod situated in the southwest corner of the 501 Partnership property, of record in Deed Book 9055, page 261, Register's Office for Davidson County, Tennessee; thence, leaving said alley and along 501 Partnership's south property line South 89 deg. 49 min. 40 sec. East, a distance of 107.49 feet to an iron rod situated in the west margin of 8th Avenue South; thence, along said road, South 09 deg. 31 min 45 sec. East, a distance of 70.91 feet to the point of beginning and containing 7513.11 square feet or 0.172 acres of land more or less.

Being the same property conveyed to Kyong Hae Hunter by deed dated April 6, 1998 from J.D. Eatherly of record in Book 10883, page 446, Register's Office, Davidson County, Tennessee.

The above-described property is improved property, and is known as 511 8 th Avenue South, Nashville, Tennessee.

The sale was advertised and made as Trustee only, without covenants or warranties of title, express or implied, subject to any governmental zoning or subdivision ordinances and further subject to any unpaid taxes or assessments owing on the property and this conveyance is so made. However, grantor, as Trustee, but not otherwise, hereby assigns and sets over to Grantees all of the covenants and warranties contained in the Installment Deed and in any prior deeds referred to in said Installment Deed.

IN WITNESS WHEREOF, I, Thomas I. Bottorff, Trustee, have executed this instrument this 2nd day of December, 2003.

Thomas I. Bottorff, Trustee

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public for the State and County aforesaid, Thomas I. Bottorff, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged that he is the Trustee in a Deed of Trust, Assignment of Rents and Security Agreement from Kyong Haw Hunter to J.D. Eatherly for the above-described property and acknowledged that he as Trustee, being authorized so to do, executed the foregoing Trustee's Deed by signing as Trustee.

WITNESS my hand and seal at office this 2nd day of December, 2003.

Notary Public

NOTARY PUBLIC AT LARGE DAVIDSON COUNTY

My Comm. Expires: 5/29/05