THIS INSTRUMENT PREPARED BY:

F. B. Murphy, Attorney
2021 Richard Jones Road, Suite 350
Nashville, Tennessee 37215

Davidson County DEEDTRS
Recvd: 08/20/04 14:08 3pgs
Fees:18.00 Taxes:18.50
20040820-0101024

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP & PARCEL NO.
Spain Enterprises 1108 Battlewood Street Franklin Tennessee 37069	New Owner	081-11-0-396.00

TRUSTEE'S DEED

WHEREAS, Continental Financial Service, Inc., by Deed of Trust (the "Deed of Trust") dated February 11, 1999, of record in Book 11349, page 562, Register's Office for Davidson County, Tennessee, conveyed to F. B. Murphy, Jr., Trustee, the hereinafter described real property to secure the payment of a certain indebtedness described in said Deed of Trust, which indebtedness is evidenced by a Promissory Note (the "Note"); and

WHEREAS, demand was made for the payment of the aforesaid indebtedness secured by the Deed of Trust, which indebtedness remained in default; and

WHEREAS, the owner and holder of said Note has demanded that the hereinafter described real property be advertised and sold in satisfaction of said indebtedness and the costs of foreclosure, in accordance with the terms and provisions of the Note and Deed of Trust; and

WHEREAS, pursuant to the instructions of the owner and holder of said Note, the Trustee advertised said property for sale in accordance with the terms and provisions of the Deed of Trust, notices of the time and place of said sale having been published in The Nashville Record in Nashville, Davidson County, Tennessee on July 29th, August 5th and August 12th, 2004; and

WHEREAS, the Trustee, as required by the terms of the Deed of Trust, offered said property for sale to the highest bidder for cash, at public outcry, at 1:00 o'clock p.m., outside the northwest entrance of the Gaylord Entertainment Center located at 501 Broadway, Nashville, Tennessee 37203, and Spain Enterprises (hereinafter called "Grantee") being the highest and best bidder therefor, became the purchaser of the property for the sum of Five Thousand and 00/100 Dollars ($5,000.00).

NOW, THEREFORE, F. B. Murphy, Jr., in his capacity as Trustee, and not otherwise, for and in the consideration of the premises and the payment of the sum stated above, the receipt of which is hereby acknowledged, hereby transfers and conveys to the Grantee, his heirs and assigns, certain real property located in Davidson County, Tennessee, described as follows:

Said part of said Lot No. 307 fronts 50 feet on the easterly side of 16th Avenue, North and extends back between parallel lines along the southerly margin of

Davidson County, Tennessee.

Said part of said Lot No. 307 fronts 50 feet on the easterly side of 16th Avenue, North and extends back between parallel lines along the southerly margin of Cockrill Street 170 feet to an alley.

Being the same property conveyed to Continental Financial Service, Inc. by deed from Spain Enterprises, LLC, of record in Book 11349, page 559, said Register's Office, and then conveyed by Continental Financial Service, Inc. to Roger L. Matthews and wife, Mary A. Matthews, by deed of record in Book 11502, page 554, said Register's Office.

The above description was taken directly from the deed of trust of record in Book 11349, page 562, Register's Office for Davidson County, Tennessee.

This is improved property commonly known as 1528 16th Avenue, North, Nashville, Tennessee 37208.

This conveyance is subject to all unpaid ad valorem taxes (plus penalties and interest, if any) that may be a lien against the property, and subject to any and all liens, defects, encumbrances, adverse claims and other matters which take priority over the Deed of Trust upon which this foreclosure sale is had, including, but not limited to, prior deeds of trust, fixture filings, easements, restrictions, building lines and recorded plans, and subject to any statutory rights of redemption not otherwise waived in the Deed of Trust, and rights of redemption of any agency, state or federal, which have not been waived by such governmental agency. This conveyance is also subject to any and all matters which an accurate survey of the property might disclose.

The property is conveyed AS IS, WHERE IS, without representations or warranties of any kind whatsoever, whether express or implied; without limiting the foregoing, the property is conveyed without any implied warranties of merchantability or fitness for a particular use or purpose.

TO HAVE AND TO HOLD the aforesaid property in as full and complete manner as the undersigned, in his capacity as Trustee, and not otherwise, has the power to convey the same. F. B. Murphy, Jr., as Trustee, and not otherwise, warrants the title to said property to the Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through or under him, but not otherwise.

IN WITNESS WHEREOF, the undersigned has executed this Trustee's Deed on this 19th day of August, 2004.

F. B. MURPHY, JR., Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $5,000.00.

F. B. Murphy, Jr.

AFFIANT

Sworn to and subscribed before me this 19th day of August, 2004.

NOTARY PUBLIC

My Commission Expires: 5/28/2006

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, F. B. Murphy, Jr., 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 executed the within instrument for the purposes therein contained, this 19th day of August, 2004.

NOTARY PUBLIC

My Commission Expires: 5/28/2006