This Instrument Prepared By:
Jack F. King, Jr.
MILLER & MARTIN PLLC
1200 One Nashville Place
150 4th Avenue North
Nashville, TN 37219

Davidson County DEEDTRS
Recvd: 04/19/05 12:23 5 pgs
Fees:27.00 Taxes:0.00
20050419-0043423

Name and Address of New Owner:	**Send Tax Bills To:**	**Tax Map & Parcel No.:**
TF Properties, Inc. P. O. Box 998 Columbia, TN 38402-0307	Same	Map: 106 Parcel: 109

SUBSTITUTE TRUSTEE'S QUITCLAIM DEED

THIS DEED is executed to be effective as of the 19th day of April 2005 from **Jack F. King, Jr.** as Grantor, in his capacity as Substitute Trustee, to **TF Properties, Inc.** as Grantee.

W I T N E S E T H:

WHEREAS, on January 31, 2000, Welcome Hospitality Group, Inc. ("Borrower") executed a Deed of Trust (the "Deed of Trust") to the trustee named therein to secure the prompt payment of certain indebtedness held by and owing to Tennessee Farmers Life Insurance Company, as successor in interest to First Farmers & Merchants National Bank, ("Bank"), said indebtedness being more particularly described in the Deed of Trust which is of record in the Register's Office of Davidson County, Tennessee in Instrument No. 200001310009946, to which reference is hereby made; and

WHEREAS, Bank assigned all of its right, title and interest in the Deed of Trust to Tennessee Farmers Life Insurance Company (the "Lender"); and

WHEREAS, default was made in the payment of the aforesaid indebtedness and in the performance of the covenants described in the Deed of Trust, by reason of which the entire balance owing thereunder was declared to be due and payable; and

WHEREAS, pursuant to the terms of the Deed of Trust, Jack F. King, Jr. was appointed as Substitute Trustee as reflected in that certain Appointment of Substitute Trustee recorded in Instrument No. 20050317-0029529, in the Register's Office of Davidson County, Tennessee.

WHEREAS, by virtue of the power and authority vested in me as Substitute Trustee under the Deed of Trust, at the request of Lender, being the owner and holder of the indebtedness secured thereby, and for the purposes of effecting payment and satisfaction of the indebtedness, including principal, interest, late charges, attorney fees and costs of sale, Jack F. King, Jr., Substitute Trustee, did on April 19, 2005 commencing at 10:00 A.M. pursuant to advertisement of sale published in the The Nashville Record in its editions of March 24, March 31 and April 7, 2005, offer for sale and sold at public auction to the highest and best bidder for cash at the front door of the Ben West Library building in downtown Nashville located at 225 Polk Avenue, Nashville, Tennessee, in bar of the equities of redemption, statutory redemption, dower, homestead and all other exemptions of every kind, all of which are expressly waived in the Deed of Trust, the hereinafter described property, at which sale the Lender became the highest and best bidder at and for the sum of One Million Five Hundred Thousand and 00/100 Dollars ($1,500,000.00), being the same amount for which Borrower was given credit pursuant to the terms of that certain Agreement and Deed in Lieu of Foreclosure of record as Instrument No. 20050307-0024671. The Lender, as the successful bidder, designated that the said property be deeded to Grantee.

NOW, THEREFORE, I, Jack F. King, Jr., Substitute Trustee, exercising the power and authority vested in me, and in bar of the equities of redemption, statutory redemption, dower and homestead, do hereby quitclaim to the Grantee, its successors and assigns, all my interest in the following described real estate located in the City of Nashville, County of Davidson, State of Tennessee:

> Land in Davidson County, Tennessee, being Lot No. 1 as shown on the Plan of Edward Trabue Property, of record in Book 4350, page 13, Register's Office for Davidson County, Tennessee, to which plan reference is made for a more complete description.
>
> Being a portion of the property conveyed to Welcome Hospitality Group, Inc. by deed of record in Instrument No. 200001310009945, Register's Office for Davidson County, Tennessee. By instrument of record in Instrument No. 20050307-0024671, this property was transferred to TF Properties, Inc.
>
> The property address is believed to be 717 Spence Lane, Nashville, Tennessee.
>
> Together with (a) all furnishings, fixtures, furniture fittings, machinery, equipment, apparatus, appliances and personal property of every kind and nature whatsoever owned by Borrower and located in, on or about, or used or intended to be used with or in connection with the use, operation or enjoyment of the above-described property (the "Land"), or the buildings, structures or improvements located thereon; together with all renewals, replacements, substitutions and additions to any of the foregoing, and all proceeds therefrom; all of which are hereby declared to be and shall be deemed to be fixtures and accessions to and a part of the Land as between the parties hereto, and all persons claiming by, through or under them; (b) all easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, royalties, flowers, shrubs, crops, trees, timber, and other emblements located on, under or above the Land or any portion thereof, together with all rights, titles, interests, estates, privileges, tenements, servitudes, hereditaments, appurtenances, reversions and remainders whatsoever, in any way belonging, relating or appertaining to the Land or to the buildings, structures or improvements located thereon, or any part

thereof, or which shall in any way belong, relate or be appurtenant thereto; (c) All contracts, accounts, and contract rights presently existing in connection with the Land or the buildings, structures or improvements located thereon from time to time, including but not limited to all security deposits, escrow funds, and insurance policies and proceeds; all instruments, documents, chattel paper and general intangibles relating to the Land or the business operated thereon; and all leases affecting, and all rents, issues, profits, and revenues of, the Land or the buildings, structures or improvements located thereon; and (d) all judgments, damage awards, settlements and payments hereafter made as a result of or in lieu of any taking of the Land, or of the buildings, structures or improvements located thereon, or any part thereof, under the power of eminent domain, or for any damage to the Land, or to the buildings, structures or improvements located thereon, or to any part thereof, or to any rights appurtenant thereto, including any award for change of street grade.

All of the foregoing is hereinafter referred to as the "Property".

The Substitute Trustee does hereby quitclaim unto Grantee all of his right, title and interest in the said Property and not further or otherwise and subject to any governmental zoning or subdivision ordinances or regulations in effect thereon and further subject to any unpaid taxes or assessments owing on the Property.

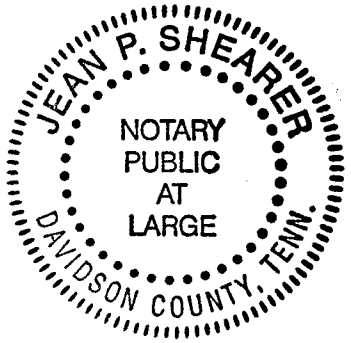
IN WITNESS WHEREOF, I, Jack F. King, Jr., Substitute Trustee, have executed this instrument to be effective the date first above written.

Jack F. King, Jr.
Substitute Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Jean P. Shearer, Notary Public, Jack F. King, Jr., Substitute Trustee with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 19th day of April, 2005.



My Commission Expires MAR. 25, 2006

Jean P. Shearer
Notary Public

My Commission Expires: 3-25-06

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

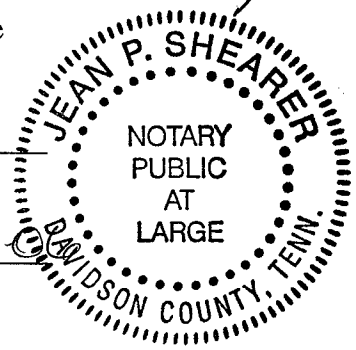
I hereby swear or affirm that, to the best of my knowledge, information and belief, the actual consideration for this transfer is $-0-, tax having been paid on the consideration for this transfer in Instrument No. 20050307-0024671

Jack F. King, Jr.

Sworn to and subscribed before me
this 19th day of April, 2005.

Jean P. Shearer
Notary Public

My Commission Expires: 3-25-06



My Commission Expires MAR. 25, 2006