This instrument prepared by:
Nicholas G. Barca
STITES & HARBISON PLLC
424 Church Street, Suite 1800
Nashville, Tennessee 37219

Davidson County DEEDTRS
Recvd: 07/06/05 13:03 10 p
Fees:53.00 Taxes:10267.50
20050706-0077466

Address New Owner(s) as Follows:	Send Tax Bills To:	Map and Parcel No.:
National Loan Investors, L.P. 3030 N.W. Expressway, Suite 1313 Oklahoma City, OK 73112	Same	34-6-3 34-10-53

SUCCESSOR TRUSTEE'S DEED AND BILL OF SALE

This Successor Trustee's Deed is made and entered into on this the 28th day of June, 2005, by Robert C. Goodrich Jr., Successor Trustee ("Successor Trustee").

WHEREAS, by Tennessee Deed of Trust with Security Agreement and Assignment of Rents and Leases dated the 30th day of April, 2003, of record at Instrument Number 20030430-0058042, Register's Office for Davidson County, Tennessee (the "Deed of Trust"), Rivergate Building Partners, L.L.C., a limited liability company organized and existing under the laws of the State of Missouri (the "Assignor"), conveyed to Thomas L. Stewart, Trustee, the Real Property (as hereinafter defined) to secure payment to GMAC Commercial Finance LLC, a limited liability company (the "Lender"), of a certain indebtedness described in the Deed of Trust (the "Indebtedness"); and

WHEREAS, Assignor also conveyed certain personal property to secure payment of the Indebtedness (as the term personal property is hereinafter described and collectively referred to with the Real Property herein as the "Property") by the Deed of Trust; and

WHEREAS, National Loan Investors, L.P. (the "Holder") is the owner and holder of the indebtedness secured by the Deed of Trust, by virtue of that certain Transfer of Lien of record at Instrument Number 20050222-0019398, said Register's Office; and

WHEREAS, the Indebtedness became overdue and unpaid, and other conditions of default occurred, by reason of which the Holder declared the Deed of Trust to be in default; and

WHEREAS, Holder appointed Robert C. Goodrich Jr. to serve as Successor Trustee in place of Thomas L. Stewart in accordance with the terms of the Deed of Trust by an instrument of record as Instrument Number 20050513-0054531, said Register's Office; and

WHEREAS, Holder directed the Successor Trustee to sell the Property as provided in the Deed of Trust, and the Successor Trustee caused notice to be published in the Nashville Record that the Property would be sold at 12:00 noon on June 23, 2005, at the Office of the Davidson County Register of Deeds at the Gaylord Entertainment Center, 501 Broadway, Nashville,

Davidson County, Tennessee (the "Foreclosure Notice"), such Foreclosure Notice appearing in said paper on May 26, June 2, and June 9, 2005; and

WHEREAS, the Successor Trustee further sent a copy of the Foreclosure Notice to Borrower, and following the appearance of the Foreclosure Notice in said newspaper the default was not cured; and

WHEREAS, the Successor Trustee at the time, place and date specified in the Foreclosure Notice offered the Property for sale, and after opening the floor for competitive bids, sold the Property to National Loan Investors, L.P., at the price of Two Million Seven Hundred Seventy-Five Thousand and No/100 Dollars ($2,775,000.00), this being the highest, last and best bid.

NOW, THEREFORE, I, Robert C. Goodrich Jr., Successor Trustee as aforesaid, in consideration of the premises and the sum of $2,775,000.00, to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto National Loan Investors, L.P., its successors and assigns (collectively, the "Grantee") all of my right, title and interest in and to the following described real estate, together with any and all (A) All the improvements now on or which may be hereafter placed on said land during the existence of this lien; (B) All the income, rents, issues and profits arising therefrom and for the use thereof; and (C) All materials, equipment, furnishings, fixtures, or other property whatsoever installed or to be installed and used in and about the building or buildings on said land and owned by Grantor, including, but not being limited to, all heating, plumbing, lighting, water-heating, cooking, refrigerating, incinerating, ventilating and air conditioning equipment, storm doors and windows, shades, rugs, carpeting, awnings, blinds, drapes, and linoleums, and property of like nature, all of which property and things are hereby declared to be permanent accessions to the freehold and part of the realty conveyed herein, but no further or otherwise, located in Davidson County, Tennessee, and more particularly described as follows, to wit:

TRACT I

Being land in Nashville, Second Civil District, Tenth Councilmanic District, Davidson County, Tennessee located south of Edenwold Road and east of Gallatin Pike being a portion of property conveyed to Dylan Custom Mixing, LLC, by deed of record as Instrument Number 200003010020164 Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

BEGINNING at an iron pin (old) in the southerly right-of-way of Edenwold Road, said pin being 1,390 feet from the easterly right-of-way of Gallatin Pike, said pin also being the northwesterly corner of Parcel 53;

THENCE, along the southerly right-of-way of Edenwold Road the following calls: N 82 43' 00" E, 172.62 feet, S 86 32' 48" E, 138.27 feet, with a curve to the left, 171.33 feet, said curve having a central angle of 13 23' 25", a radius of 733.12 feet, a tangent of 86.06 feet and a chord of S 83 12' 33" E, 170.94 feet, S 89 54' 20" E, 231.90 feet, with a curve to the left 80.38 feet, said curve having a

central angle of 07 41' 00", a radius of 599.42 feet, a tangent of 40.25 and a chord of N 86 15' 15" E, 80.32 feet; N 82 24' 41" E, 200.00 feet, N 84 07' 34" E, 37.75 feet, N 23 57' 28" W, 18.40 feet, N 84 10' 53" E, 161.14 feet, in the westerly right-of-way of C.S.X. Transportation Railroad;

THENCE, along said right-of-way with a curve to the left 320.09 feet, said curve having a central angle of 09 21' 43", a radius of 1,959.00 feet, a tangent of 160.40, and a chord of S 38 21' 29" W, 319.74 feet;

THENCE, leaving said right-of-way and along the northerly line of property conveyed to Michael C. Geitz by deed of record as Instrument Number 200010200104123, R.O.D.C., S 76 42' W, 321.45 feet to the northerly line of Stanley Heights Subdivision of record in Plat Book 3300, Page 74, Register's Office for Davidson County, Tennessee;

THENCE, along said northerly line, S 61 40' 00" W, 455.90 feet to an iron pin (old) in the southeasterly corner of property conveyed to Karl A. Schoenenberger, et. ux. by deed of record in Deed Book 7336, Page 813, Register's Office for Davidson County, Tennessee;

THENCE, along the easterly line of said Schoenenberger property, and the easterly terminus of Shakespeare Avenue (50-foot right-of-way), N 08 09' 26" W, 275.84 feet to the northerly right-of-way of said Shakespeare Avenue;

THENCE, along said northerly right-of-way, S 82 28' 36" W, 200.66 feet to the southeasterly corner of property conveyed to Joseph L. Swift, et. ux. by deed of record in Deed Book 6902, Page 364, Register's Office of Davidson County, Tennessee;

THENCE, along the easterly line of said Swift property and property conveyed to Barbara Tittle, Trustee by deed of record in Deed Book 10996, Page 354, Register's Office for Davidson County, Tennessee, N 07 07' 04" W, 234.44 feet to the Point of Beginning; containing 305,277 square feet, or 7.01 acres, more or less.

TRACT II

Being land in Nashville, Second Civil District, Tenth Councilmanic District, Davidson County, Tennessee, located west of Myatt Drive and east of Gallatin Pike, being a portion of property conveyed to Dylan Custom Mixing by deed of record as Instrument Number 200003010020164, Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

BEGINNING at an iron pin (old) in the northerly line of said Dylan Custom Mixing property, said pin being S 48 27' 54" W, 354.00 feet from the westerly right-of-way line of Myatt Drive, said pin also being a northerly corner of property conveyed to Rivergate Partners by deed of record as Instrument Number 20020607-0069838, Register's Office for Davidson County, Tennessee;

THENCE, along said Rivergate Partners property the following calls: S 40 52' 07" E, 50.00 feet to a PK Nail (old), S 48 27' 54" W, 408.18 feet to a PK Nail (old), S 66 00' 45" W, 350.81 feet to an iron pin (old), S 24 26' 04" E, 1428.04 feet to a PK Nail (old), N 65 33' 43" E, 836.63 feet to an iron pin (old), S 53 20' 27" E, 494.63 feet to an iron pin (old), in the northerly right-of-way of Edenwold Road;

THENCE, along said right-of-way the following calls: S 29 30' 51" W, 62.86 feet to an iron pin (old), S 41 46' W, 41.00 feet to an iron pin (old), S 46 25' 50" W, 87.33 feet to an iron pin (old), S 48 56' 17" W, 200.06 feet to an iron pin (old), S 51 39' 33" W, 200.05 feet to an iron pin (old), S 49 44' 51" W, 100.77 feet to an iron pin (old), S 46 04' 56" W, 89.97 feet to an iron pin (old), S 55 25' W, 120.00 feet to an iron pin (old), S 84 49' 19" W, 174.86 feet to an iron pin (old), N 23 57' 37" W, 18.41 feet to an iron pin (old), in the southeasterly corner of Section Two, Armstrong Rubber Company of record in Plat Book 6050, Page 330, Register's Office for Davidson County, Tennessee;

THENCE, along said Section Two, Armstrong Rubber Company the following calls: N 23 57' 37" W, 372.52 feet to an iron pin (old), S 65 42' 02" W, 242.09 feet to an iron pin (old), S 23 26' 58" E, 297.36 feet to an iron pin (old), in the northerly right-of-way of Edenwold Road;

THENCE, along said right-of-way the following calls: with a curve to the right 36.65 feet to an iron pin (old), said curve having a central angle of 03 53' 34", a radius of 539.42 feet, a tangent of 18.33 feet and a chord of S 88 09' 00" W, 36.54 feet; N 89 54' 22" W, 231.90 feet to an iron pin (old); with a curve to the right, 171.39 feet to an iron pin (old), said curve having a central angle of 14 35' 19", a radius of 673.12 feet, a tangent of 86.16 feet and a chord of N 82 36' 34" W, 170.93 feet; with a curve to the left 160.23 feet to an iron pin (old), said curve having a central angle of 23 36' 48", a radius of 388.79 feet, a tangent of 81.27 and a chord of N 87 07' 06" W, 159.10 feet; S 80 59' 59" W, 115.73 feet to an iron pin (old); S 82 43' 00" W, 167.82 feet to an iron pin (old);

THENCE, leaving said right-of-way the following calls: N 24 45' 44" W, 1200.06 feet to an iron pin (old), N 20 56' 00" E, 528.94 feet to an iron pin (old), N 22 23' 52" E, 151.80 feet to an iron pin (old), N 66 00' 45" E, 856.47 feet to an iron pin (old), N 48 27' 54" E, 401.05 feet to the Point of beginning; containing 2,307,482 square feet, or 52.97 acres, more or less.

The above described parcel is shown as Tract 2 on a survey by Barge, Waggoner, Sumner and Cannon, Inc., dated June 4, 2002, entitled ALTA/ACSM Land Title Survey and Division of Property.

Together with appurtenant easement established by Deed of Easement and Covenant Agreement of record in Book 7537, page 380, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Rivergate Building Partners, L.L.C. by Quitclaim Deed of record as Instrument No. 20030430-0058039 in the Register's Office for Davidson County, Tennessee (the "Real Property").

The Real Property is less and except that certain property described in that certain Quit Claim Deed dated January 8, 2004, of record at Instrument No. 20040116-0007094, Register's Office of Davidson County, Tennessee, and described as follows:

> Land in Nashville, Second Civil District, Tenth Councilmanic District, Davidson County, Tennessee located south of Edenwold Road and east of Gallatin Pike being a portion of property conveyed to Rivergate Building Partners, LLC, by deed of record as Instrument Number 20030430-0058039 Register's Office of Davidson County, Tennessee and being more particularly described as follows:
>
> BEGINNING AT AN IRON PIN ON THE NORTHERLY MARGIN OF EDENWOLD ROAD AND THE SOUTHWESTERLY CORNER OF THE WILLIAMETTE INDUSTRIES PROPERTY AS OF RECORD IN BOOK 10619, PAGE 729, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
>
> (1) THENCE S29°30'51"W, 62.86 FEET TO AN IRON PIN;
>
> (2) THENCE S41°46'00"W, 41.00 FEET TO AN IRON PIN;
>
> (3) THENCE S46°25'50"W, 87.33 FEET TO AN IRON PIN;
>
> (4) THENCE S48°56'17"W, 200.06 FEET TO AN IRON PIN;
>
> (5) THENCE S51°39'33"W, 200.05 FEET TO AN IRON PIN;
>
> (6) THENCE S49°44'51"W, 100.77 FEET TO AN IRON PIN;
>
> (7) THENCE S46°04'56"W, 89.97 FEET TO AN IRON PIN;
>
> (8) THENCE S55°25'00"W, 120.00 FEET TO AN IRON PIN;
>
> (9) THENCE S84°49'19"W, 174.86 FEET TO AN IRON PIN;
>
> (10) THENCE N23°57'37"W, 390.93 FEET TO AN IRON PIN;
>
> (11) THENCE N65°33'43"E, 777.29 FEET TO AN IRON PIN;
>
> (12) THENCE S53°20'27"E, 494.63 FEET TO THE POINT OF BEGINNING,CONTAINING 558,492.70 SQUARE FEET OR 12.82 ACRES.

and

> Land in Nashville, Second Civil District, Tenth Councilmanic District, Davidson County, Tennessee, located south of Edenwold Road and east of Gallatin Pike being a portion of property conveyed to Rivergate Building Partners, LLC, by deed of record as Instrument Number 20030430-0058039, Register's Office of Davidson County, Tennessee, and being more particularly described as follows:

BEGINNING AT A POINT ON THE SOUTHERLY MARGIN OF EDENWOLD ROAD AT THE INTERSECTION OF THE CSX TRANSPORTATION RAILROAD RIGHT-OF-WAY:

(1) THENCE WITH THE RIGHT-OF-WAY, WITH A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 00°50'53", A RADIUS OF 1959.00 FEET AND AN ARC LENGTH OF 29.00 FEET TO A POINT;

(2) THENCE S 84°49' 19"W, 133.64 FEET TO A POINT;

(3) THENCE N23°57'28"W, 18.67 FEET TO A POINT;

(4) THENCE N84°16'53"E, 161.14 FEET TO THE POINT OF BEGINNING, CONTAINING 2,730.21 SQUARE FEET OR 0.06 ACRES.

Both of the above exempted tracts being a part of the same property conveyed to Rivergate Building Partners, L.L.C., by Dylan Custom Mixing, L.L.C., of record in Instrument Number 20030430-0058039.

Successor Trustee also conveys all of the following located on the Real Property (the "Personal Property"): (a) All stoves, ranges, refrigerators, dishwashers, clothes washers, clothes dryers, disposals, all heating, plumbing, lighting, water heating, incinerating, ventilating and air conditioning equipment, swimming pool equipment, shades, awnings, blinds, drapes and draperies, linoleum, rugs and carpeting, all furniture, furnishings, and fixtures (attached to the realty as to become a part thereof) and all other tangible personal property of every kind and character now or at any time hereafter located in or on the buildings and improvements on the Property, as shall now or hereafter be used or procured in connection with the use, occupancy, operation or maintenance of the buildings, improvements and structures located on the Property together with all substitutions, additions, and accessions to any and all of the foregoing, and exchanges and replacements of any and all of the foregoing; (b) All rents, incomes, profits, revenues, royalties, bonuses, rights, accounts, contract rights, general intangibles, and benefits under any and all leases or tenancies now existing or hereafter created of the Property, any improvements thereon, or any part thereof; (c) All leases and subleases covering the Property or any portion thereof now or hereafter existing or entered into, and all rights and interests thereunder, including, without limitation, all cash or security deposits, advance rentals, guarantees and deposits of similar nature; (d) All judgments, awards of damages, and settlements hereafter made as a result of or in lieu of any taking of said real property and improvements, or any part thereof or interest therein under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to said real property or the improvements thereon or any part thereof or interest therein, including any award for change of grade of streets; (e) All proceeds of hazard or other insurance policies maintained with respect to any collateral described in subparagraph (a) above or with respect to the improvements now or hereafter located on said real property; (f) All proceeds of any and all of the foregoing collateral; in each case, whether now owned or hereafter acquired by Grantor (Debtor) and howsoever the interest of Grantor (Debtor) therein may arise or appear (whether by ownership, lease, security interest, claim, or otherwise).

The Real Property is improved property.

The street address of the Real Property is believed to be 710 Myatt Drive, Madison, Tennessee, but such address is not part of the legal description of the Real Property. In the event of any discrepancy, the legal description herein shall control.

To have and to hold the Real Property, together with the Personal Property, free from equity of redemption, and any statutory or common law right of redemption, homestead, dower, marital share, and all other exemptions, as provided in, but only to the extent provided in, said Deed of Trust.

Grantee hereunder accepts title to the Property and all improvements thereon in an AS IS WHERE IS condition, and without representation or warranty from Successor Trustee as to any matter whatsoever, and by accepting this Successor Trustee's Deed, Grantee represents and warrants that it has conducted its own due diligences with regard to the Property and matters of title related to the Property, and represents and warrants that it has not relied on any statement or action made by Successor Trustee. Without limiting the foregoing, SUCCESSOR TRUSTEE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ADDITIONALLY, SUCCESSOR TRUSTEE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES AS TO THE ABSENCE OR PRESENCE ON OR UNDER THE PROPERTY OF HAZARDOUS SUBSTANCES AS DEFINED BY ANY ENVIRONMENTAL LAWS, INCLUDING WITHOUT LIMITATION THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT ("CERCLA") OR SIMILAR FEDERAL AND STATE LEGISLATION (COLLECTIVELY, THE "ENVIRONMENTAL LAWS"). Grantee accepts title to the Property subject to any problems arising in connection with the Real Property and/or the improvements located thereon, including without limitation problems arising out of or in connection with deterioration of any improvements thereon, violations of the Environmental Laws, and potential flood hazards. By accepting the Successor Trustee's Deed, Grantee agrees to indemnify and hold the Successor Trustee harmless from any and all costs, expenses, and liability, including without limitation attorneys' fees, arising out of or in connection with any of the foregoing.

Said sale is subject to certain easements, restrictions, liens, taxes, etc., including, but not limited to the following, to the extent they take priority over the Deed of Trust under which this sale is had and only to the extent they apply to a portion or parcel of the Property, but not further or otherwise:

1. Any and all unpaid real and personalty taxes, plus penalty and interest, if any. Such taxes will not be prorated. Grantee assumes full liability for such taxes.

2. Title to that portion of the Real Property lying within the bounds of any roads, streets, or highways.

3. Such easements, building lines, recorded plans and restrictions as may be applicable.

4. Encroachments, overlaps, boundary line disputes or other matters which would be shown by an accurate survey or inspection of the Real Property.

5. Any and all deeds of trust and/or fixture filings which take priority over the Deed of Trust upon which this foreclosure sale is had.

6. Any rights of the City of Nashville or Davidson County Government resulting from the nonpayment for any and all unpaid real and personalty taxes, plus penalty and interest, if any.

7. Any liens for any unpaid assessments and/or special assessments.

8. Any mechanics' and materialmen's liens, filed or unfilled, which take priority over the Deed of Trust upon which this foreclosure sale is had.

9. Any rights of redemption or otherwise held by the Internal Revenue Service as provided for in 26 U.S.C. Sub. Sec. 7425(d)(1) and/or any rights of redemption or otherwise held by the State of Tennessee as provided for in T.C.A. Sec. 67-1-1433(c)(1).

10. 2005 Metro taxes, a lien not yet due and payable, including without limitation, Map-Parcel No. 34-6-3 and Map-Parcel 34-10-53.

11. 2004 Metro taxes, including without limitation, $75,955.20 plus penalty and interest for Map-Parcel No. 34-6-3.

12. 2003 Metro taxes, including without limitation, $75,955.20 plus penalty, interest, costs, and attorney and court fees.

13. 2004 Metro taxes, including without limitation, $159,475.20 plus penalty, interest, costs, attorney and court fees.

14. 2003 Metro taxes, including without limitation, $3,151.87 plus penalty interest, costs, attorney and court fees for Map-Parcel No. 34-10-114

15. Easement granted to Louisville and Nashville Railroad Company for spur track, of record in Book 2928, Page 567, Register's Office for Davidson County, Tennessee.

16. Sanitary sewer and drainage easement, of record in Book 3277, Page 242, said Register's Office.

17. Declaration of Easement of record as Instrument No. 20020607-0069831, said Register's Office.

18. Declaration of Covenants, Conditions and Restrictions of record in Book 7480, page 965, said Register's Office, as amended in Book 7537, Page 359, said Register's Office.

19. Sanitary sewer and/or storm drainage easement and any temporary construction easements of record in Book 7487, page 545, said Register's Office.

20. Agreed variance on Restrictive Covenant, of record in Book 10237, Page 158, said Register's Office.

21. Deed of Easement and Covenant Agreement, of record in Book 7537, Page 380, said Register's Office.

22. Deed of Easement and Covenant Agreement, of record in Book 7537, Page 401, said Register's Office.

23. Easement of record in Book 8188, Page 639, said Register's Office.

24. Slope Easement contained in the deed of record in Book 4467, Page 281, said Register's Office.

25. Sanitary sewer and/or storm drainage easement and any temporary construction easements of record in Book 5106, page 555, said Register's Office.

26. All matters as shown on the plan of record in Book 6250, Page 461, said Register's Office.

27. Rights or claims of parties in actual possession of all or any part of the Property.

28. Any restrictions on the transferability of any of the Personal Property (such as licenses, franchises, permits and other items) described above;

29. Subject to the liens for any unpaid assessments and/or special assessments.

30. Any and all other matters, including, without limitation, liens, easements, restrictions, claims, defects, encumbrances, adverse claims and other matters which take priority over the Deed of Trust under which the foreclosure was held.

WITNESS the signature of the Successor Trustee on this the day and date first above written.

Robt C. Goodrich Jr.

ROBERT C. GOODRICH JR., Successor Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Kathleen Patti Snow, a Notary Public of the State and County aforesaid, personally appeared ROBERT C. GOODRICH JR., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Successor Trustee, and that he as such Successor Trustee being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his name as Successor Trustee.

Witness my hand and seal, at office in Nashville, Tennessee, this 28th day of June, 2005.

Kathleen Patti Snow
Notary Public
My commission expires: 1-28-06

KATHLEEN PATTI SNOW
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires 1-28-06

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is Two Million Seven Hundred Seventy-Five Thousand and No/Dollars ($2,775,000.00).

R.C. Goodrich, Jr.
Affiant

Subscribed and sworn to before me
this the 28th day of June, 2005.

Kathleen Patti Snow
Notary Public
My commission expires: 1-28-06

KATHLEEN PATTI SNOW
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires 1-28-06

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6/28/05