Davidson County DEEDTRS
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Fees:23.00 Taxes:2267.38
20061229-0160955

Prepared By and Returnable to:
Bone McAllester Norton PLLC (SJM)
511 Union Street, Suite 1600
Nashville City Center
Nashville, Tennessee 37219

Address New Owner(s):	Send Tax Bills To:	Map & Parcel Nos.:
JMB Partners, a Tennessee General Partnership **6054 Temple Road** **Nashville, Tennessee 37221**	**JMB Partners, a Tennessee General Partnership** **6054 Temple Road** **Nashville, Tennessee 37221**	**119-13-0-354.00**

TRUSTEE'S DEED

WHEREAS, default was made in the terms, conditions, and payments provided for and made in a Deed of Trust dated December 4, 2002, executed by EZ-Wash, LLC, a Tennessee Limited Liability Company, to John Dollar and John Hornsby, Trustees, of record at Instrument No. 20021205-0150252, Register's Office for Davidson County, Tennessee, as modified in Instrument No. 20030123-0009416, Register's Office for Davidson County, Tennessee ("Deed of Trust"); and

WHEREAS, InSouth Bank, the owner and holder of the indebtedness secured by said Deed of Trust replaced said Trustee by naming Sam J. McAllester III, J. Evan Gower, and Gregory G. Vick, as Substitute Trustees by an instrument of record at Instrument No. 20061120-0144021, Register's Office for Davidson County, Tennessee, and authorized any one of the Substitute Trustee's to act alone or by a Designated Agent with the powers, given the Trustee in said Deed of Trust; and

WHEREAS, Sam J. McAllester III, in his capacity as Substitute Trustee, and not Individually ("Substitute Trustee") caused to be published a Foreclosure Sale Notice in accordance with the provisions of said Deed of Trust, providing notice and advertising that said Property, as hereinafter defined, would be sold at 12:00 o'clock noon, prevailing time on Tuesday, December 19, 2006, at the Entrance of the Davidson County Register of Deeds, Gaylord Entertainment Center, 501 Broadway, Nashville, Davidson, County, Tennessee, to be knocked off and sold to the highest, best, and last bidder for cash, pursuant to the terms and conditions of the Deed of Trust and the Foreclosure Sale Notice; and

WHEREAS, InSouth Bank caused to be issued a Notice of Disposition of Collateral by Public Auction setting for public auction of all of the equipment of EZ-Wash, LLC, a Tennessee Limited Liability Company, secured to InSouth Bank ("Equipment") for Tuesday, December 19, 2006, at 12 o'clock noon prevailing time at the Entrance to the Office of Davidson County Register of Deeds, Gaylord Entertainment Center, 501 Broadway, Nashville, Davidson, County,

Tennessee, pursuant to the terms and conditions set forth in the Notice of Disposition of Collateral by Public Auction; and

WHEREAS, Sam J. McAllester III, Substitute Trustee personally appeared and offered said Property and Equipment for sale at public outcry and the highest, best, and last bid received was the sum of Six Hundred Twelve Thousand Eight Hundred Five and 49/100 Dollars ($612,805.49) by JMB Partners, a Tennessee General Partnership composed of James M. Brinkley, Jr. and Edward L. Brinkley (hereinafter referred to as the "Buyer") and said property was knocked off and sold to the Buyer.

NOW, THEREFORE, in consideration of the premises and sum of Six Hundred Twelve Thousand Eight Hundred Five and 49/100 Dollars ($612,805.49) cash in hand paid by the Buyer, by separate Special Bill of Sale, InSouth Bank has sold the Equipment to Buyer and by this Trustee's Deed, Sam J. McAllester III, Substitute Trustee, has this day bargained and sold and, by the premises, does transfer and convey to Buyer, successors and assigns the title and interest that Substitute Trustee has the right to sell and convey under the Deed of Trust in a certain tract or parcel of land situated in Davidson County, Tennessee, and described as follows ("Property"):

> Land in Davidson County, Tennessee, being Lots Nos. 1 and 2 on the final Subdivision Plan of J & W Properties, as of record in Book 7900, page 302, Register's Office for Davidson County, Tennessee, to which said plan reference is hereby made for a more complete and accurate legal description thereof.
>
> Being the same property conveyed to EZ-Wash, LLC, by Warranty Deed from Nolensville CW, LLC, of record in Instrument No. 20021205-0150251, Register's Office for Davidson County, Tennessee.

The street address of the Property is believed to be 3010 Nolensville Pike, Nashville, Davidson County, Tennessee, 37211-2343, but such address is not part of the Legal Description of the property. In the event of any discrepancy, the Legal Description herein shall control. The Legal Description is drawn from recorded documents or provided by third parties, and the Substitute Trustee makes no warranty or representation regarding the accuracy of the Legal Description.

To have and to hold the said Property with the appurtenances, estate, title and interest thereto belonging to the Buyer, its/their heirs, successors, and assigns forever.

The Substitute Trustee covenants with the said Buyer that he is lawfully seized and possessed of said Property as Substitute Trustee only and, by the terms of the above-mentioned Deed of Trust, in his capacity as Substitute Trustee, has a good right to sell and convey the same subject to all matters shown on any applicable recorded 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 Deeds of Trust, liens, claims, and encumbrances that may take priority over the Deed of Trust. This sale is

also subject to any matter that inspection and/or an accurate survey of the premises might disclose.

The Substitute Trustee, and not Individually, further covenants and binds himself/his successors and assigns, to warrant and forever defend the title to said Property to the Buyer, its successors and assigns, against the lawful claims of any person claiming by or through him as Substitute Trustee, but no further or otherwise, it being the intention of the Substitute Trustee only to convey to Buyer no greater title in the subject Property than he received as Substitute Trustee and that, as Substitute Trustee, he has the right to sell and convey.

THIS PROPERTY IS SOLD "AS IS," "WHERE IS" AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, THE PROPERTY IS SOLD WITHOUT ANY IMPLIED WARRANTIES OR MERCHANTABILITY, CONDITION, OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

Substitute Trustee makes no covenant of seisin, marketability of title, or warranty of title, express or implied. Substitute Trustee sells and conveys the Property by this Trustee's Deed as Substitute Trustee only, and not individually.

WITNESS my hand this 29th day of December 2006.

Sam J. McAllester III
Substitute Trustee, and not Individually

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Kimberley R. Mankin, a Notary Public of this county, Sam J. McAllester, III, Substitute Trustee and not Individually, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that s/he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office this 29th day of December, 2006.

Kimberley R. Mankin
NOTARY PUBLIC

KIMBERLEY R. MANKIN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: 9-25-10

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $612,805.49.

AFFIANT

Subscribed and sworn before me on this 29th day of December, 2006.

NOTARY PUBLIC

My Commission Expires: 9-25-10

KIMBERLEY R. MANKIN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY