THIS INSTRUMENT PREPARED BY:
CHERNAU, CHAFFIN AND BURNSED, PLLC
SunTrust Center, Suite 1750
424 Church Street
Nashville, Tennessee 37219

Davidson County DEEDTRS
Recvd: 01/26/05 10:06 3 pgs
Fees:18.00 Taxes:286.75
20050126-0009589

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP/PARCEL:
Carlyle & Kennedy, LLC 200 Cadey Cove Hermitage, Tennessee 37076	SAME	34-15-A/6.00co

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, there has occurred one or more acts of default in the note evidencing the indebtedness owed to Capital Bank & Trust Company ("Lender");

WHEREAS, Lender is the beneficiary of the Deed of Trust dated June 19, 1998 executed by Michael Gene Denson, of record in Book 11009, page 609, Register's Office for Davidson County, Tennessee (hereinafter referred to as "Deed of Trust"). Said Deed of Trust secures to the Lender the payment in full of the note evidencing the subject indebtedness.

WHEREAS, Michael Gene Denson, by way of a Quitclaim Deed dated September 13, 1999, of record in Book 11704, page 153, Register's Office for Davidson County, Tennessee, conveyed to Randall A. Denson, the hereinafter described real property;

WHEREAS, by and through the above described Deed of Trust, the grantor conveyed the real property described herein to R. Rick Hart, Trustee, for the benefit of the Lender, with power of sale;

WHEREAS, the Lender pursuant to the terms and conditions of the above Deed of Trust, did appoint Amy Smith as Substitute Trustee, to serve in the stead of the Trustee with all powers granted unto the Trustee, such appointment appearing of record in Instrument Number 20041215-0149432, Register's Office for Davidson County, Tennessee;

WHEREAS, Lender notified the Trustee of the default by the borrower in the payments called for in the note (the renewal promissory note was dated July 30, 2003, and at that time the balance of the loan equaled $69,442.09), secured by the above Deed of Trust and demanded that the Trustee advertise a portion of the subject property for sale pursuant to the terms and conditions of the said Deed of Trust;

WHEREAS, the Substitute Trustee did advertise the property for sale in the "Nashville Record" on December 30, 2004, January 6, 2005, and January 13, 2005, in accordance with and in fulfillment of the requirements of the above Deed of Trust;

WHEREAS, the Trustee, in accordance with the requirements of the above Deed of Trust and the published advertisement for sale of the subject property, did on the 24th day of January, 2005, appear and conduct the sale of the herein described property;

WHEREAS, Carlyle & Kennedy, LLC did place the highest bid for the subject property, being the sum of $77,501.00;

NOW THEREFORE, for and in consideration of the sum of $77,501.00, the Substitute Trustee has bargained and sold, and by these present do transfer and convey unto the said Carlyle & Kennedy, the Grantee herein, its successors and assigns, the property described as follows:

> Land in Davidson County, Tennessee, being Condominium Unit No. 6, as shown on Exhibit A to the Master Deed for Contractors Office and Storage Facility, Phase 1, Condominiums of record in Book 9794, page 194, in the Register's Office for Davidson County, Tennessee, and is located on Lot 16 of the Final Plat of Northgate Business Park of record in Book 6900 page 889, to which plat reference is hereby made for a more particular description.
>
> Being the same property conveyed to Randall A. Denson in Book 11704, page 153, Recorded 10/14/99, Register's Office for Davidson County, Tennessee.
>
> Possible Address: 1228 Northgate Business Parkway, Unite 6, Madison, Tennessee 37115

This sale is subject to all matters shown on any applicable recorded Plan, plat, charter, restriction, judgment(s), or declaration of taking(s); any prior lien(s) of record; unpaid taxes which exist as a lien against said properties; any restrictive covenant(s), easement(s) or setback line(s) 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 (including the IRS liens as described hereinbelow), and any prior liens or encumbrances that may exist against the property. This sale is also subject to any matter that an accurate survey of the premises might disclose.

By its signature below, the Grantee, Carlyle & Kennedy, LLC, understand that this conveyance is made subject to the redemptive rights and any other available rights of the Internal Revenue Service, with respect to the following, although not exclusive, Federal Tax Liens:

a. Federal Tax Lien filed against Randy A. and Mary A. Denson Filed by the Small Business/Self-Employed Area No. 8 on September 13, 2002 in the amount of $9,456.56, plus penalty and interest, filed for record in Instrument Number 20020913-0111693, Register's Office for Davidson County, Tennessee; and

b. Federal Tax Lien filed against Randy A. Denson by the Small Business/Self-Employed Area No. 8 on September 13, 2002 in the amount of $43,554.43, plus penalty and interest, filed for record in Instrument Number 20020913-0111695, Register's Office for Davidson County, Tennessee.

The Substitute Trustee makes no personal warranties or representations concerning the subject property. This conveyance is subject to any prior matters of record including, but not limited to unpaid property taxes. The transfer is "as is" and without warranties of any kind.

To have and to hold the said tract or parcel of land, including all appurtenances, estate, title and interest thereto belonging, unto the said Grantee, its heirs and assigns, forever.

Whenever used, the singular number or pronoun shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS, my hand this 24 day of January, 2005.

Amy Smith, Trustee

Carlyle & Kennedy, LLC

By: D E Kennedy

Title: MEMBER

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, the within named **Amy Smith**, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged herself to be the Trustee under the above referenced Deed of Trust, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this the 24th day of January, 2005.

Jodean M. King
Notary Public

JODEAN M. KING NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires: 7/19/08

STATE OF TENNESSEE)
COUNTY OF Davidson)

Before me, the undersigned, a notary public in and for said County and State, personally appeared David Kennedy, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the Member (title) of Carlyle & Kennedy, LLC, the within named bargainor, and that as such Member (title) being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of Carlyle & Kennedy, LLC by himself/herself as Member (title).

Witness my hand and official seal in Nashville, Tennessee, this 24th day of January, 2005.

M. L. Butler
Notary Public

MORGAN L. BUTLER STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

My Commission Expires: ~~My Commission~~ Expires Sept. 20, 2008

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer or value of property (whichever is greater) is $77,501.00. This is equal to or greater than the property would bring at a fair and voluntary sale.

Amy Smith, Trustee

Sworn to and subscribed before me this the 24th day of January, 2005.

Jodean M. King
Notary Public

JODEAN M. KING NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires: 7/19/08