Davidson County DEEDTRS
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Fees:23.00 Taxes:4428.73
20050201-0011888

This instrument prepared by:
James C. Cotey, Esq.
STITES & HARBISON PLLC
424 Church Street, Suite 1800
Nashville, Tennessee 37219

Address New Owner(s) as Follows:	Send Tax Bills To:	Map and Parcel No.:
Fifth Third Bank, N.A. 230 Public Square Franklin, TN 37064	Same	040-00-0 222.00

SUCCESSOR TRUSTEE'S DEED

This Successor Trustee's Deed is made and entered into on this the 31st day of January, 2005, by Robert C. Goodrich Jr., Successor Trustee ("Successor Trustee").

WHEREAS, by Deed of Trust, Assignment of Leases and Security Agreement dated the 17th day of September, 2001, of record as Instrument Number 20010918-0100895, Register's Office for Davidson County, Tennessee (the "Deed of Trust"), Karen Liane Miller (the "Grantor") conveyed to John T. Flaugher, Trustee, the Property (as hereinafter defined) to secure payment to Franklin National Bank, whose successor in interest by merger is Fifth Third Bank, N.A. (the "Lender"), of a certain indebtedness described in the Deed of Trust (the "Indebtedness"); and

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

WHEREAS, Lender appointed Robert C. Goodrich Jr. to serve as Successor Trustee in place of John T. Flaugher in accordance with the terms of the Deed of Trust by an instrument of record as Instrument Number 20041013-0123426, Register's Office for Davidson County, Tennessee; and

WHEREAS, Lender 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 January 31, 2005 at the Gaylord Entertainment Center, 501 Broadway, Nashville, Davidson County, Tennessee (the "Foreclosure Notice"), such Foreclosure Notice appearing in said paper on January 6, January 13, and January 20, 2005; and

WHEREAS, the Successor Trustee further sent a copy of the Foreclosure Notice to Grantor, 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 Fifth Third Bank, N.A., at the price of ONE MILLION, ONE HUNDRED NINETY SIX THOUSAND, NINE HUNDRED FIFTY THREE and NO/100 Dollars ($1,196,953.00), 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 $1,196,953.00, to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto Fifth Third Bank, N.A., its successors and assigns (the "Grantee") all of my right, title and interest in and to the following described real estate, together with any and all improvements now or hereafter located on the "Land" (as such term is defined in the Deed of Trust), all building materials and supplies of every kind and nature whatsoever now or hereafter placed or located on the Land or incorporated or intended to be incorporated into the improvements, and all easements, rights, appurtenances, rents and profits now or hereinafter existing in connection with the Land or derived therefrom, and all fixtures now or hereafter attached to the Land, all of which shall be deemed to be a part of the Land and together with the Land (collectively, the "Property"), and more particularly described as follows, to wit:

TRACT 1

Land in Davidson County, Tennessee, being Lot No. 8 on the Plan of Resubdivision of Lot 1, Hickory Hills, Section 9, or record in Instrument No.

200006280064297, Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a complete and accurate description thereof.

Being the same property conveyed to Karen Liane Miller by deed dated July 11, 2000, from Hickory Lenders, LTD., L.P. of record as Instrument No. 20007120068822, Register's Office for Davidson County, Tennessee.

TRACT 2

Land in Davidson County, Tennessee, being Lot No. 3 on the Plan of Hickory Hills, Section 8, or record in Plat Book 8250, Page 636, Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a complete and accurate description thereof.

Being the same property conveyed to Karen Liane Miller, by Special Warranty Deed dated November 14, 1996, of record in Book 10259, Page 557, Register's Office for Davidson County, Tennessee.

The Property is improved property.

The street address of the Property is believed to be 4226 West Cap Road, Whites Creek (Nashville), Davidson County, Tennessee, 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.

To have and to hold the Property, and free of legal, equitable, and statutory rights of redemption, exemption or homestead, all rights arising by virtue of marriage, and all other similar exemptions and rights arising under or created by any applicable statute or judicial decision, 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 Property and/or the improvements located thereon, including without limitation, problems arising out if or in connection with deterioration of any improvements thereon, violations of the Environmental Laws, and potential flood hazards.

Said sale is subject to certain easements, restrictions, liens, taxes, etc., including, but not limited to the following, but only to the extent any of them take priority over the Deed of Trust:

1. Assignment of Rentals and Leases of record as Instrument No. 20010918-0100896, said Register's Office.

2. Any rights of Davidson County resulting from the non-payment of Davidson County taxes for 2001, 2002, 2003, and 2004.

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

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

5. All matters on the Plan of record in Book 8250, page 636, said Register's Office.

6. All matters on the Plan of record as Instrument Number 200006280064297, said Register's Office.

7. Restrictive Covenants contained in instrument of record in Book 10728, page 177, said Register's Office.

8. Easement for natural gas lines granted to Tennessee Natural Gas Lines, Inc. of record in Book 2493, page 388, said Register's Office.

9. Right of Way Easement granted to Tennessee Natural Gas Lines, Inc. of record in Book 1939, page 569, said Register's Office.

10. Memorandum of Agreement dated July 7, 1997 by and between Karen Liane Miller and Dial Call, Inc. a Georgia Corporation, d/b/a Nextel Communications, of record in Book 10621, page 539, as assigned of record as Instrument Nos. 20011205-0133729 and 20011205-0133730, said Register's Office.

11. Memorandum of Agreement dated July 29, 1999 by and between Spectrasite Communications, Inc. and Tritel Communications Lease, Inc., of record in Book 11692, page 841, said Register's Office.

12. Storm Water Detention Easement of record as Instrument No. 200007120068823, said Register's Office.

13. Subordination, Non-Disturbance and Attornment Agreement by and between Lender and Tower Asset Sub, Inc., filed of record as Instrument No. 20020412-0045701, said Register's Office.

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

Robert C. Goodrich Jr., Successor Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Chiara Lyn Dahl, 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 31st day of January, 2005.

Chiara Lyn Dahl
Notary Public
My commission expires: Sept. 20, 2008

CHIARA LYN DAHL
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires 7-20-08

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is ONE MILLION, ONE HUNDRED NINETY SIX THOUSAND, NINE HUNDRED FIFTY THREE and NO/100 Dollars ($1,196,953.00).

Affiant

Subscribed and sworn to before me this the 31st day of January, 2005.

Notary Public
My commission expires: Sept 20, 2008

CHIARA LYN DAHL
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

My Commission Expires 9-20-08