Davidson County DEEDTRS
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Fees:18.00 Taxes:23.68
20050419-0043230

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.:
Johnny and Linda Burroughs 2409 Lloyd Avenue Nashville, TN 37218	same _____ _____	81-15-633

SUCCESSOR TRUSTEE'S DEED

This Successor Trustee's Deed is made and entered into on this the 18th day of April, 2005, by Julian L. Bibb, Successor Trustee ("Successor Trustee").

WHEREAS, by Deed of Trust dated the 27th day of December, 2001, of record as Instrument No. 20011228-0143826 Register's Office for Davidson County, Tennessee, which instrument was executed in connection with and supplemented that certain Master Form of Deed of Trust and Assignment of Rents of record in Book 8415, page 949, Register's Office for Davidson County, Tennessee (herein the Supplementary Construction Deed of Trust and the Master Form of Deed of Trust shall be referred to herein collectively as the "Deed of Trust"), Richland Builders of Tennessee, LLC, a Tennessee limited liability company (the "Grantor") conveyed to Michael Logan, Trustee, the Property (as hereinafter defined) to secure payment to SunTrust Bank, a Georgia state banking corporation (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 notice was given of such default in the manner required by the terms of the Deed of Trust, but following such notice the default was not cured; and

WHEREAS, Lender appointed Julian L. Bibb to serve as Successor Trustee in place of Michael Logan in accordance with the terms of the Deed of Trust by an instrument of record as Instrument No. 20040212-0016914, Register's Office of 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 Business Journal that the Property would be sold at 12:00 noon on March 25, 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 February 25, March 4 and March 11, 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 Johnny Burroughs at the price of Six Thousand Four Hundred Dollars ($6,400.00) this being the highest, last and best bid.

NOW, THEREFORE, I, Julian L. Bibb, Successor Trustee as aforesaid, in consideration of the premises and the sum of $6,400.00 to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto Johnny Burroughs and wife Linda Burroughs, their heirs, 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 buildings, structures, minerals, royalties, gas rights, water, water rights, water stock, flowers, shrubs, crops, trees, timber and other emblements, tenements, hereditaments, easements and appurtenances, reversions and remainders, machinery, apparatus, equipment, fittings, fixtures, and articles of

personal property of every kind and nature, now or hereafter located in, on or under the Premises or any part thereof and used or usable in connection with any present or future operation of the Premises, but no further or otherwise, located in Davidson County, Tennessee (collectively, the "Property"), and more particularly described as follows, to wit:

> Land in Davidson County, Tennessee, being Lot No. 3 on the final plat of the Resubdivision of Lots 17 and 18 of the Underwood Plan, said Resubdivision being recorded as Instrument No. 20030528-0072126, in the Register's Office for Davidson County, Tennessee, to which plan reference is made for a more complete description.
>
> Being part of the same property conveyed to Richland Builders of Tennessee, LLC by Deed from Volunteer Construction of Nashville, LLC, of record as Instrument No. 20011228-0143825, Register's Office for Davidson County, Tennessee.

The street address of the Property is believed to be 1600A Knowles Street, 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 from the equity of redemption and all other rights of redemption, statutory or otherwise, including but not limited to T.C.A. § 66-8-101, *et seq.*, as amended from time to time, homestead, dower, and all other exemptions and marital rights 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 and/or SunTrust Bank as to any matter whatsoever. 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 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 and SunTrust Bank 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 applicable on the date hereof:

1. That certain Lien For Improvements by Johnny Burroughs, of record at Instrument No. 20050217-0018343, said Register's Office;

2. That certain Subordination Agreement, of record at Instrument No. 20050217-0018344, said Register's Office;

3. Metro taxes for 2005 and 2004, plus all penalty, interest, and costs due thereon;

4. All matters shown on the plan of record in Instrument No. 20030528-0072126 Register's Office of Davidson County, Tennessee; and

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

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

7. Any and all other matters, including, without limitation, liens, easements, restrictions, claims, defects, encumbrances, adverse claims, and other matters that 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.

Julian L. Bibb, Successor Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Christina Dorsey Willow, a Notary Public of the State and County aforesaid, personally appeared Julian L. Bibb, 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 1st day of ~~March~~ April, 2005.

Notary Public
My commission expires: 7/28/06

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is Six thousand four hundred and NO /100 Dollars ($ 6400.00).

Affiant

Subscribed and sworn to before me this the 18 day of ~~March~~ April, 2005.

Notary Public
My commission expires: J