Davidson County DEEDTRS
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Fees:28.00 Taxes:970.92
20060207-0015071

This instrument prepared by:
Nicholas G. Barca
Stites & Harbison, PLLC
424 Church Street, Suite 1800
Nashville, TN 37219

Address New Owner(s) as Follows:	Send Tax Bills To:	Map and Parcel No.:
Fifth Third Bank, N.A. 210 E. Main Street Franklin, TN 37064	SAME	108-16-164 108-16-290 108-16-060

SUCCESSOR TRUSTEE'S DEED

This Successor Trustee's Deed is made and entered into on this the 6th day of February, 2006, by Robert C. Goodrich Jr., Successor Trustee ("Successor Trustee").

WHEREAS, by that certain Deed of Trust for Commercial Purposes dated the 30th day of December, 1998, of record at Book 11288, page 341, Register's Office for Davidson County, Tennessee (the "Deed of Trust"), Jeffrey A. Bown (one and the same as Jeff Bown and Jeff Allen Bown) and wife, Susan L. Bown (one and the same as Susan Bown) (collectively, the "Grantor") conveyed to John T. Flaugher, Trustee, the Property (as hereinafter defined) to secure payment to Fifth Third Bank, N.A., successor in interest to Franklin National Bank (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 to Grantor, 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 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 at Instrument No. 20050930-0118006, said Register's Office; and

WHEREAS, Lender directed the Successor Trustee to sell the Property (as defined below) 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 1:00 P.M., central time, on February 3, 2006, 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 January 13, 2006, January 20, 2006, and January 27, 2006; 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 Two Hundred Sixty Two Thousand Four Hundred Twelve and 00/100 Dollars ($262,412.00), 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 $262,412.00, 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 the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil, timber and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by the Deed of Trust, but no further or

otherwise, located in Davidson County, Tennessee (collectively, the "Property"), and more particularly described as follows, to wit:

Tract One

Being a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:

Being Lot No. 65A of the zone lot division of Lot No. 65, of Section III, revised Percy Priest Woods, of record in Plat Book 6250, page 621, amending Plat Book 5200, page 789, Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.

Being the same property conveyed to Jeffrey A. Bown and wife, Susan L. Bown, by deed of Charles L. Bartholomew and wife, Linda H. Bartholomew, of record in Book 8469, page 436, Register's Office of Davidson County, Tennessee.

Tract Two

A certain tract or parcel of land in Davidson County, State of Tennessee, as follows:

Being Lot No. 51B Zone Lot Division of Lot Nos. 49, 50 and 51, of Section Two, Percy Priest Woods, of record in Plat Book 6250, page 261, amending Plat Book 5800, page 259, Register's Office of Davidson County, Tennessee.

Being the same property conveyed to Jeff and Susan Bown by deed of Barry L. Cassetty of record in Book 8737, page 640, Register's Office of Davidson County, Tennessee.

Tract Three

A certain tract or parcel of land in Davidson County, State of Tennessee, as follows:

Being Lot No. 51A, Zone Lot Division of Lot Nos. 49, 50 and 51, of Section Two, Percy Priest Woods, of record in Plat Book 6250, page 261, amending Plat Book 5800, page 259, Register's Office of Davidson County, Tennessee.

Being the same property conveyed to Jeff Bown, unmarried, by deed of Richard M. Wright III, and wife, JoAnn Wright, of record in Book 6600, page 127, Register's Office of Davidson County, Tennessee. By Quitclaim Deed of record in Book 8941, page 702, said Register's Office, said property vested in Jeff Allen Bown and wife, Susan L. Bown.

The Property is improved property.

The street addresses of the Property are believed to be 1026 Hammack Court, Nashville, Tennessee, 37214-4333, 1407 Timber Valley Drive, Nashville, Tennessee, 37214-4324, and 1405 Timber Valley Drive, Nashville, Tennessee, 37214-4324, but such addresses are 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 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 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, but only to the extent any of them take priority over the Deed of Trust:

1. Metro taxes for 2006, a lien not yet due and payable; Metro taxes for 2005, $1,158.47, due; Metro taxes for 2004, $1,010.88, due plus penalty and interest; (Map-Parcel No. 108-16-164, Field Book No. 3D-89709) (Lot 65A).

2. Metro taxes for 2006, a lien not yet due and payable; Metro taxes for 2005, $1,122.11, due; Metro taxes for 2004, $964.80, due plus penalty and interest; (Map-Parcel No. 108-16-290, Field Book No. 3D-91203) (Lot 51B).

3. Metro taxes for 2006, a lien not yet due and payable; Metro taxes for 2005, $990.81, due; Metro taxes for 2004, $853.44, due plus penalty and interest; (Map-Parcel No. 108-16-060, Field Book No. 3D-89578) (Lot 51A).

4. Restrictive covenants contained in instrument of record in Book 5984, page 865, Book 6020, page 270, Book 6353, page 307, Book 6560, page 667, Register's Office of Davidson County, Tennessee.

5. Matters appearing on the Plan of Percy Priest Woods Section 3, of record in Plat Book 5200, page 789, revised to zone lot in Plat Book 6250, page 621, Register's Office of Davidson County, Tennessee.

6. Easement granted Kodill Properties of record in Book 6071, page 491, Register's Office of Davidson County, Tennessee.

7. Sanitary Sewer Line Easement of record in Book 6095, page 803, Register's Office of Davidson County, Tennessee.

8. Sewer Line Easement of record in Book 6147, page 886, and Book 6147, page 893, Register's Office of Davidson County, Tennessee.

9. Matters appearing on the Zone Lot Division Plan of Percy Priest Woods 49, 50 and 51, Section Two, of record in Plat Book 5800, page 259, revised to zone lot in Plat Book 6250, page 261, Register's Office of Davidson County, Tennessee.

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

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

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

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

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

15. 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.

16. Liens for any unpaid assessments and/or special assessments.

17. Easements, building lines, recorded plans and restrictions as may be applicable.

18. 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.

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

20. 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).

21. Any unresolved boundary line disputes not appearing of record.

22. Any visible utility easements or rights-of-way across subject property.

23. Any inaccuracy of the index books and records of said Register's Office.

24. Any undisclosed heirs; any fraud or forgery in connection with any of the instruments in the chain of title; any mental incompetence of grantors or grantees in the chain of title; any confusion with regard to the name or proper identity of parties; any improprieties with regard to delivery of the deeds; any marital rights of spouse or former spouse of past owners not revealed in instruments; any instrument executed by a minor.

25. Any facts that would be revealed by an examination of State Courts, Federal District Court, or Federal Bankruptcy Court.

26. Any security interest or liens under the Uniform Commercial Code.

27. Any rights other parties might have acquired by adverse possession.

28. Any zoning laws, ordinances, or governmental regulations which might apply to the subject property and therefore limit or restrict its use to a particular purpose.

29. Any other matter that would not be revealed by an inspection of the records of 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, 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 6th day of February, 2006.

KATHLEEN PATTI SNOW
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires JAN. 23, 2010

Kathleen Patti Snow
Notary Public

STATE OF TENNESSEE)
COUNTY OF Davidson)

The actual consideration or value whichever is greater, for this transfer is Two Hundred Sixty Two Thousand Four Hundred Twelve and 00/100 Dollars ($262,412.00).

AFFIANT

Subscribed and sworn to before me

this the 6th day of February, 2006.

Kathleen Patti Snow
Notary Public

KATHLEEN PATTI SNOW
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires JAN. 23, 2010