Davidson County DEEDTRS
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Fees:28.00 Taxes:291.56
20071025-0126020

This instrument prepared by:
Ronald G. Steen, Jr.
STITES & HARBISON PLLC
424 Church Street, Suite 1800
Nashville, Tennessee 37219

Address New Owner(s) as Follows:	Send Tax Bills To:	Map and Parcel Nos.:
Fifth Third Bank, N.A. 234 Public Square Franklin, TN 37064 Attn: Brady Gardner	Same	173-9B-94CO; 173-9B-95CO; 173-9B-99CO

SUCCESSOR TRUSTEE'S DEED

This Successor Trustee's Deed is made and entered into on this the 23rd day of October, 2007, by Ronald G. Steen, Jr., Successor Trustee ("Successor Trustee").

WHEREAS, by Deed of Trust dated December 30, 2004 being of record as Instrument No. 20050103-0000636, Register's Office for Davidson County, Tennessee, (the "Deed of Trust"), Great Southern Homes, Inc. (the "Grantor"), conveyed to John T. Flaugher, Trustee, the Property (as hereinafter defined) to secure payment to 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 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 Ronald G. Steen, 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 No. 20070921-0113271, said Register's Office; 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 10:00 a.m. on October 19, 2007, at the Front door of the Davidson County Courthouse in Nashville, Tennessee (the

"Foreclosure Notice"), such Foreclosure Notice appearing in said paper on September 28, 2007, October 5, 2007 and October 12, 2007; 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 Seventy Eight Thousand Eight Hundred 00/100 Dollars ($78,800), this being the highest, last and best bid.

NOW, THEREFORE, I, Ronald G. Steen, Jr., Successor Trustee as aforesaid, in consideration of the premises and the sum of Seventy Eight Thousand Eight Hundred 00/100 Dollars ($78,800), 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 all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, 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, if any, 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 Lots No. 303, 304 and 308 on the Plan of Section Two, Barnes Cove, of record in Instrument No. 20040604-0065966, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.
>
> BEING part of the same property conveyed to Great Southern Homes, Inc., a Tennessee corporation, by deed from Greystone Properties, LLC, a Tennessee limited liability company, of record in Instrument No. 20050103-0000635, Register's Office for Davidson County, Tennessee.

The Property is **unimproved** property.

The street addresses of the Property are believed to be:

> Lot 303 - 4116 Barnes Cove Ct., Antioch, Tennessee 37013
>
> Lot 304 - 4120 Barnes Cove Ct., Antioch, Tennessee 37013
>
> Lot 308 - 4121 Barnes Cove Ct., Antioch, Tennessee, 37013

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 of rights of redemption, statutory or otherwise, including but not limited to T.C.A. § 66-8-101, *et seq.*, and all homestead, dower and all other exemptions and marital rights, all of which are expressly waived in the Deed of Trust, 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 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 items set forth below to the extent applicable on the date hereof, but only to the extent any of them take priority over the Deed of Trust. Said matters may or may not take priority over the Deed of Trust. To the extent such matters do take priority over the Deed of Trust under applicable law, the sale is subject to them and to the extent such matters do not, the Property does not remain subject to them:

1. Declaration of Covenants, Conditions, Liens, Easements and Restrictions, including, but not limited to, easements, assessments, special assessments, charges and liens, contained in an instrument of record as Instrument No. 20021217-0155806 and amended by instrument of record as Instrument No. 20040429-0048624, said Register's Office.

2. Stormwater Detention Agreement of record as Instrument No. 20030529-0072603, said Register's Office.

3. Easement for ingress and egress of record in Book 5385, Page 986, said Register's Office.

4. Easement for public right of way of record in Book 5215, Page 485, said Register's Office.

5. Notice of Liens of record in Instrument No. 20070511-0056954, said Register's Office.

6. Any rights of any city or local Government or the Davidson County Government resulting from the non-payment for any and all unpaid real taxes, plus penalty and interest, if any.

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

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

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

10. All matters depicted or disclosed by Plan of record as Instrument No. 20040604-0065966, in the Register's Office for Davidson County, Tennessee.

11. Rights or claims of parties in possession.

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

13. 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.

14. 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.

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

Ronald G. Steen, Jr., Successor Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Margaret A. Dennis, a Notary Public of the State and County aforesaid, personally appeared Ronald G. Steen, 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 23rd day of October, 2007.

MARGARET A. DENNIS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

Margaret A. Dennis
Notary Public
My commission expires: 7/19/08

My Commission Expires JULY 19, 2008

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

The actual consideration or value, whichever is greater, for this transfer is Seventy Eight Thousand Eight Hundred 00/100 Dollars ($78,800).

Affiant

Subscribed and sworn to before me

this the 22nd day of October, 2007.

Notary Public
My commission expires:

CYNTHIA E. BENNETT
Notary Public, Williamson Co., TN
My Commission Expires Jan.24, 2009

CYNTHIA E. BENNETT
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY