Prepared By and Returnable to:
Bone McAllester Norton PLLC (krm)
511 Union Street, Suite 1600
Nashville City Center
Nashville, Tennessee 37219

| **Address New Owner(s):** | **Send Tax Bills To:** | **Map & Parcel Nos.:** |
|---|---|---|
| **GreenBank**<br>**Attn: Glynis DeLoach**<br>**403 Foothills Mall Drive**<br>**Maryville, TN 37804** | **New Owner** | **132-09-0-022.00** |

## TRUSTEE'S DEED

**WHEREAS**, default was made in the terms, conditions, and payments provided for and made in a Deed of Trust dated March 15, 2006, executed by Harris Homes, a Tennessee general partnership, to C. Richard Bobo, Trustee, of record in Instrument no. 20060321-0032436, Register's Office for Davidson County; and

**WHEREAS**, GreenBank, successor by merger to Cumberland Bank, the owner and holder of the Indebtedness secured by said Deed of Trust replaced said Trustee by naming Sam J. McAllester III, Jack F. Stringham, and Gregory G. Vick, as Substitute Trustees by an instrument of record in Instrument No. 20071130-0139031, Register's Office for Davidson County, Tennessee, and authorized any one of the Substitute Trustee's to act alone or by a Designated Agent with the powers, given the Trustee in said Deed of Trust; and

**WHEREAS**, Jack F. Stringham, in his capacity as Substitute Trustee, and not Individually ("Substitute Trustee") caused to be published a Foreclosure Sale Notice in accordance with the provisions of said Deed of Trust, providing notice and advertising that said property would be sold at 10:30 o'clock a.m, prevailing time on Friday, December 28, 2007, at the entrance to the office of the Davidson County Register of Deeds, Sommet Center, 501 Broadway, Nashville, Davidson County, Tennessee, to be knocked off and sold to the highest, best, and last bidder for cash, pursuant to the terms and conditions of the Deed of Trust and the Foreclosure Sale Notice; and

**WHEREAS**, Sam J. McAllester, III, Substitute Trustee personally appeared (or appeared by Designated Agent) and offered said property for sale at public outcry and the highest, best, and last bid received was the sum of Two Hundred Eighty-four Thousand and 00/100 Dollars ($284,000.00) by GreenBank (hereinafter referred to as the "Buyer") and said property was knocked off and sold to the Buyer.

**NOW, THEREFORE**, in consideration of the premises and sum of Two Hundred Eighty-four Thousand and 00/100 Dollars ($284,000.00) cash in hand paid by the Buyer, GreenBank, Substitute Trustee, has this day bargained and sold and, by the premises, does transfer and convey to Buyer, its successors and assigns the title and interest that Substitute Trustee has the right to sell and convey under the Deed of Trust in a certain tract or parcel of land situated in Davidson County, Tennessee, and described as follows:

Davidson County DEEDTRS
Recvd: 01/04/08 13:38 3 pgs
Fees:18.00 Taxes:1050.80
20080104-0001223

A certain tract or parcel of land situate in Davidson County, Tennessee, being more particularly described as follows, to-wit:

Land in Davidson County, Tennessee, being Lot No. 1, as shown on the unrecorded plat of Mrs. O.A. Allen's Subdivision of the Hirsig Tract, made by W.D. Southgate, surveyor, as follows:

Beginning at a point in the center of Battery Lane, formerly Battery Road, at the intersection of Lealand Lane; thence North 2 degrees, 30 feet East with the center line of Lealand Lane 250 feet to a point; thence North 86 degrees, 30 feet West 217.3 feet to a point; thence South 3 degrees 13 feet West 250 feet to a point in the center of Battery Lane, the Southwest corner of Lot no. 1; thence with the center of said Battery lane, South 86 degrees, 30 feet, East 220 feet to the point of beginning.

Being the same property conveyed to Harris Homes, a Tennessee general partnership, by deed from Donald E. McDaniel, of record as Instrument No. 20060321-0032435, Register's Office for Davidson County, Tennessee.

The street address of the property is believed to be 1002 Battery Lane, Nashville, Davidson County, Tennessee, 37220, 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. The Legal Description is drawn from recorded documents or provided by third parties, and the Substitute Trustee makes no warranty or representation regarding the accuracy of the Legal Description.

To have and to hold the said tract or parcel of land with the appurtenances, estate, title and interest thereto belonging to the Buyer, its/their heirs, successors, and assigns forever.

The Substitute Trustee covenants with the said Buyer that he/she is lawfully seized and possessed of said real property as Substitute Trustee only and, by the terms of the above-mentioned Deed of Trust, in his capacity as Substitute Trustee, has a good right to sell and convey the same subject to all matters shown on any applicable recorded Plat or Plan; any unpaid taxes which exist as a lien against said property; any restrictive covenants, easements, or setback lines 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; and any Deeds of Trust, liens, claims, and encumbrances that may take priority over the Deed of Trust. This sale is also subject to any matter that inspection and/or an accurate survey of the premises might disclose.

The Substitute Trustee, and not Individually, further covenants and binds himself/his successors and assigns, to warrant and forever defend the title to said real estate to the Buyer, its successors and assigns, against the lawful claims of any person claiming by or through him as Substitute Trustee, but no further or otherwise, it being the intention of the Substitute Trustee only to convey to Buyer no greater title in the subject real estate than he received as Substitute Trustee and that, as Substitute Trustee, he has the right to sell and convey.

THIS PROPERTY IS SOLD "AS IS," "WHERE IS" AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, THE PROPERTY IS SOLD WITHOUT ANY IMPLIED WARRANTIES OR MERCHANTABILITY, CONDITION, OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

Substitute Trustee makes no covenant of seisin, marketability of title, or warranty of title, express or implied. Substitute Trustee sells and conveys the subject real property by this Trustee's Deed as Substitute Trustee only, and not individually.

WITNESS my hand this 28th day of December, 2007.

Jack F Stringham,
Substitute Trustee, and not Individually

STATE OF TENNESSEE )
)
COUNTY OF DAVIDSON )

Personally appeared before me, Kimberley R. Mankin, a Notary Public of this county, Jack F. Stringham, Substitute Trustee and not Individually, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office this 28th day of December, 2007.

Kimberley R. Mankin
NOTARY PUBLIC




My Commission Expires: 9-25-10

STATE OF TENNESSEE )
)
COUNTY OF DAVIDSON )

The actual consideration or value, whichever is greater, for this transfer is $284,000.00.

AFFIANT

Subscribed and sworn before me on this 28th day of December, 2007.

Kimberley R. Mankin
NOTARY PUBLIC




My Commission Expires: 9-25-10