THIS INSTRUMENT PREPARED BY:
CHAFFIN, BURNSED & SMITH, PLLC
One American Center
3100 West End Avenue, Suite 550
Nashville, Tennessee 37203

Davidson County DEEDTRS
Recvd: 05/20/08 14:47 4 pgs
Fees:23.00 Taxes:414.40
20080520-0051801

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP/PARCEL:
Community First Bank & Trust 9045 Carothers Parkway Franklin, TN 37067	SAME	072-04-0-208.00

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, there has occurred one or more acts of default in the note evidencing the indebtedness owed to Community First Bank & Trust ("Lender");

WHEREAS, Lender is the beneficiary of the Deed of Trust of record in Instrument Number 20070807-0093938, Register's Office for Davidson County, Tennessee (hereinafter referred to as "Deed of Trust"); said Deed of Trust secures to the Lender the payment in full of the note evidencing the subject indebtedness and any other obligations then existing or arising thereafter;

WHEREAS, by and through the above described Deed of Trust, the grantors, Jason Malucci and wife, Camille Malucci, [the "Borrowers"], conveyed the real property described herein to Marc Laively, Trustee, for the benefit of the Lender, with power of sale;

WHEREAS, the Lender, pursuant to the terms and conditions of the above Deed of Trust, did appoint Andrew Tolbird as Substitute Trustee, to serve in the stead of the Trustee with all powers granted unto the Trustee, such appointment appearing of record in Instrument Number 20080425-0042181, Register's Office for Davidson County, Tennessee;

WHEREAS, Lender notified the Substitute Trustee of the default in the payments called for in the note secured by the above Deed of Trust and demanded that the Substitute Trustee advertise the subject property for sale pursuant to the terms and conditions of the said Deed of Trust;

WHEREAS, the Substitute Trustee did advertise the property for sale in the "The Nashville Business Journal" on April 25, 2008, May 2, 2008 and May 9, 2008, in accordance with and in fulfillment of the requirements of the above Deed of Trust;

WHEREAS, the Substitute Trustee and/or her agent, in accordance with the requirements of the above Deed of Trust and the published advertisement for sale of the subject property, did on the 16th day of May, 2008 appear and conduct the sale of the herein described property;

WHEREAS, Community First Bank & Trust did place the highest bid for the subject property, being the sum of $112,000.00; and

NOW THEREFORE, for and in consideration of the sum of $112,000.00, the Substitute Trustee has bargained and sold, and by these present does transfer and convey unto the said Community First Bank & Trust, the Grantee herein, its successors and assigns, the property described as follows:

Land in Davidson County, Tennessee, being Lot No. 4 on the Map of a Re-Subdivision of part of Country Club Estates, of record in Book 1424, Page 126, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description of said lot.

Being the same property conveyed to Richard D. Wilson and Ella Wilson, husband and wife by Warranty Deed from Evelyn Juanita Stone, dated April 25, 2005, of record May 4, 2005, in Instrument No. 20050504-0050106, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Jason Malucci and wife Camille Malucci by deed recorded 8/7/2007, of record in Instrument No. 20070807-0093937, Register's Office for Davidson County, Tennessee.

Known as: 1430 Ardee Avenue, Nashville, Tennessee

Parcel: 072-04-0-208.00

(The address and map and parcel above are believed to be correct; but same is not part of the legal description of the property sold herein and in the event of any discrepancy, the legal description herein shall control.)

This sale is subject to all matters shown on any recorded document, including any applicable recorded plan, plat, charter, restriction, judgment(s), notice of governmental entity, or declaration of taking(s); any prior lien(s) of record; unpaid taxes and assessments which exist as a lien against said properties; any restrictive covenant(s), easement(s) or setback line(s) that may be applicable; any rights, exemptions and/or rights of redemption not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal; and any prior deeds of trust, liens, dues, assessments, encumbrances, defects, adverse claims, and other matters that may take priority over the Deed of Trust upon which this foreclosure sale is conducted or are not extinguished by this foreclosure sale. This sale is also subject to any matter that an accurate survey of the premises might disclose.

The Substitute Trustee makes no personal warranties or representations concerning the subject property. The transfer is "AS IS, WHERE IS, AND WITH ALL FAULTS," and without warranty of any kind, express or implied, as to the condition of such property and the improvements located thereon, including merchantability or fitness for particular purpose. Trustee shall make no covenant of seisin or warranty of title, express or implied. 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.

To have and to hold the said tract or parcel of land, including all appurtenances, estate, title and interest thereto belonging, unto the said Grantee, their heirs and/or assigns, forever.

Whenever used, the singular number or pronoun shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

(Remainder of page intentionally left blank)

WITNESS, my hand this 19th day of May, 2008.

Andrew Tolbird, Trustee

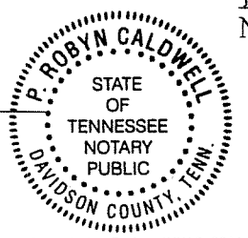
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, the within named **Andrew Tolbird**, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged himself to be the Trustee under the above referenced Deed of Trust, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville Tennessee, this the 19th day of May, 2008.

Notary Public

My Commission Expires: _____



My Commission Expires JULY 5, 2011

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer or value of property (whichever is greater) is $112,000.00. This is equal to or greater than the property would bring at a fair and voluntary sale.

Andrew Tolbird, Trustee

Sworn to and subscribed before me this the 19th day of May, 2008.

Notary Public

My Commission Expires: _____



My Commission Expires JULY 5, 2011

CERTIFICATE OF AUTHENTICITY

I, P. Robyn Caldwell, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

P. Robyn Caldwell

State of Tennessee
County of Davidson

Personally appeared before me, Casey Fisher, a notary public for this county and state, P. Robyn Caldwell, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary Public

Commission Expires: _____

CASEY FISHER
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

My Commission Expires NOV. 7, 2011