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Davidson County DEEDTRS
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20080606-0058484

This instrument prepared by:
Robert C. Goodrich Jr.
STITES & HARBISON PLLC
401 Commerce Street, Suite 800
Nashville, Tennessee 37219

Address New Owner(s) as Follows:	Send Tax Bills To:	Map and Parcel Nos.:
SA Properties, Inc. 800 Nicollet Mall Minneapolis, MN 55402	Same	**104-02-0-X 212.00 CO** **104-02-0-X 224.00 CO** **104-02-0-X 234.00 CO** **104-02-0-X 236.00 CO** **104-02-0-X 242.00 CO** **104-02-0-X 244.00 CO**

SUCCESSOR TRUSTEE'S DEED

This Successor Trustee's Deed is made and entered into on this the 4th day of June, 2008 by Robert C. Goodrich Jr., Successor Trustee ("Successor Trustee").

WHEREAS, by Deed of Trust, Assignment of Rents and Leases, Security Agreement and Financing Statement dated the 28th of August, 2002, of record as Instrument Number 20020828-0104441, Register's Office for Davidson County, Tennessee, as amended by Amendment to Deed of Trust, of record as Instrument Number 20040727-0089855, said Register's Office (collectively, the "Deed of Trust"), Baty Development Group, LLC (the "Grantor") conveyed to Sam J. McAllester, III, Trustee, the Property (as hereinafter defined) to secure payment to U.S. Bank National Association (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

WHEREAS, Lender appointed Robert C. Goodrich Jr. to serve as Successor Trustee in place of Sam J. McAllester, III, in accordance with the terms of the Deed of Trust by an instrument of record as Instrument Number 20041123-0140658, said Register's Office; and

WHEREAS, Lender directed the Successor Trustee to sell the Real Property and the Personal Property as defined in the Deed of Trust, and the Successor Trustee caused notice to be published in *The Davidson A.M.* that the Real Property and the Personal Property would be sold on Friday, May 23, 2008, at 11:00 a.m., prevailing Central Time, outside of the entrance to the Office of the Davidson County Register of Deeds at the Sommet Center, 501 Broadway, Nashville, Davidson County, Tennessee (the "Foreclosure Notice"), such Foreclosure Notice appearing in said paper on May 2, May 9, and May 16, 2008; 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 Real Property and the Personal Property for sale, and after opening the floor for competitive bids, Lender submitted the highest, last and best aggregate bid for the Real Property and the Personal Property of Two Million Two Hundred Seventy-Three Thousand Seven Hundred Dollars ($2,273,700.00), which was a credit bid (the "Credit Bid"). The Personal Property is being transferred by separate Quitclaim Bill of Sale simultaneously herewith.

WHEREAS, the Lender has assigned its bid to SA Properties, Inc. and has requested that the Property be sold to SA Properties, Inc. as its designee.

NOW, THEREFORE, I, Robert C. Goodrich Jr., Successor Trustee as aforesaid, in consideration of the Credit Bid, by these presents do transfer and convey unto SA Properties, Inc., its successors and assigns (the "Grantee") all of my right, title and interest in and to the "Property" (as such term is hereinafter defined), including the real property situated in Davidson County, Tennessee, described as follows:

> Certain real property located in Nashville, Davidson County, Tennessee, being Unit 212, Unit 224, Unit 234, Unit 236, Unit 242 and Unit 244 as described in the Master Deed for The Row at 31st Condominiums dated April 29, 2003, recorded as Instrument No. 20030430-0057670, as corrected, supplemented and amended by that certain (i) Instrument of Correction of Master Deed for The Row at 31st Condominiums dated February 3, 2004, recorded as Instrument No. 20040203-0012935, (ii) Addendum to Master Deed for The Row at 31st Condominiums dated February 6, 2004, recorded as Instrument No. 20040206-0014724, (iii) Amendment to the Master Deed for The Row at 31st Condominiums dated June 15, 2004, recorded as Instrument No. 20040615-0070764, (iv) Second Amendment to the Master Deed for The Row at 31st Condominiums dated September 13, 2004, recorded as Instrument No. 20040915-0111215, and (v) Third Amendment to the Master Deed for The Row at 31st Condominiums and Subordination of Deed of Trust effective as of April 23, 2008, recorded as Instrument Number 20080425-0042359, all in the Register's Office of Davidson County, Tennessee (collectively as supplemented, corrected and amended, the "Master Deed") including, without limitation, any rights appurtenant and inuring to the benefit of a Unit under applicable law and as described in the Master Deed.
>
> Being part of the same property conveyed to Baty Development Group, LLC, by (i) deed from Phillip Baty and Carol J. Atwood, recorded as Instrument Number 20020401-0039107 in the Register's Office of Davidson County, Tennessee, and (ii) deed from Phillip B. Baty, recorded as Instrument Number 20020401-0039108 in the Register's Office of Davidson County, Tennessee;

The Property is improved property. The street address of the Property is believed to be 212, 224, 234, 236, 242 and 244 31st Avenue North, Nashville, Tennessee 37203, 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 of any and all rights and exemptions of every kind to the extent such rights or exemptions are waived in the 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 Trustee 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 this 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 attorney fees, arising out of or in connection with any of the foregoing.

Said sale may be subject to easements, restrictions, liens, taxes, etc., including, but not limited to, the items set forth below, but only to the extent any of such matters 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) Deed of Trust from Baty Development Group, LLC for the benefit of Brian S. Cowell, recorded as Instrument Number 20040504-0050562, in the Register's Office for Davidson County, Tennessee;

(2) Any rights of Larry G. Trail, Trustee, named in the Deed of Trust described in No. 1 above;

(3) Any rights of the Metropolitan Government of Nashville and Davidson County, Tennessee resulting from the nonpayment of any and all unpaid ad valorem taxes (plus penalty and interest, if any) for 2007 or 2008;

(4) Rights of parties in actual possession of all or any part of the Property;

(5) Liens for any unpaid assessments and/or special assessments by The Row at 31st Condominium Owners Association, Inc. or by any other person;

(6) The Master Deed (as defined above);

(7) Easement for Sanitary Sewers and/or Storm Drainage recorded as Instrument No. 20021011-0125352 in the Register's Office (the "Sewer and Drainage Easement");

(8) Notice of Lien filed by Nashville Carpet Center, Inc., recorded as Instrument No. 20040929-0117255 in said Register's Office (Unit No. 224);

(9) Mechanic's and Materialmen's lien claim filed by RCR Building Corporation, recorded as Instrument No. 20041026-0128814 in said Register's Office (Unit Nos. 212, 224, 234, 236, 242 and 244);

(10) Mechanic's and Materialmen's Lien filed by Garney Companies, Inc., recorded as Instrument No. 20041026-0128815 in said Register's Office (Unit Nos. 212, 224, 234, 236, 242 and 244);

(11) Notice of Lien filed by The DeMay Company, Inc., recorded as Instrument No. 20041027-0129093 in said Register's Office (Unit Nos. 212, 224, 234, 236, 242 and 244);

(12) Notice of Lien filed by Casella Interiors, recorded as Instrument No. 20041027-0129457 in said Register's Office (Unit Nos. 212, 224, 234, 236, 242 and 244);

(13) Mechanic's and Materialmen's Lien, Notice and Claim of Lien for Materials and Labor Furnished Notice of Nonpayment filed by Werthan Granite, LLC, recorded as Instrument No. 20041105-0133976 in said Register's Office (Unit No. 224);

(14) Sworn Statement in Lieu of Registration of Contract filed by Werthan Granite, LLC, recorded as Instrument No. 20041105-0133981 in said Register's Office (Unit Nos. 224 and 236);

(15) Notice of Lien filed by Meredith Clayton Metier, CPA, recorded as Instrument No. 20041110-0135542 in the Register's Office (Unit Nos. 212, 224, 234, 236, 242 and 244);

(16) Notice of Lien filed by Tom Metier, CPA, recorded as Instrument No. 20041110-0135543 in said Register's Office (Unit Nos. 212, 224, 234, 236, 242 and 244);

(17) Mechanic's and Materialmen's Lien, Notice and Claim of Lien for Materials and Labor Furnished Notice of Nonpayment filed by Raywal Limited, recorded as Instrument Nos. 20041129-0141419 and 20041129-0141421 in said Register's Office (Unit Nos. 224);

(18) Mechanic's and Materialmen's Lien filed by Jeanine Lasseter, individually, and dba Cabinets Plus, recorded as Instrument No. 20041202-0143667 in said Register's Office (Unit No. 242);

(19) Mechanic's and Materialmen's Lien filed by Jeanine Lasseter, individually, and dba Cabinets Plus, recorded as Instrument No. 20041202-0143669 in said Register's Office (Unit No. 244);

(20) Mechanic's and Materialmen's Lien filed by Jeanine Lasseter, individually, and dba Cabinets Plus, recorded as Instrument No. 20041202-0143670 in said Register's Office (Unit No. 236);

(21) Notice of Lien filed by Tennessee Waste, Inc., recorded as Instrument No. 20041214-0148813 in said Register's Office (Unit Nos. 212, 224, 234, 236, 242 and 244);

(22) any and all liens, defects, encumbrances, conveyances, and adverse claims, including without limitation any such matters referenced herein;

(23) any statutory rights of redemption not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal, which have not been waived by such governmental agency; and

(24) matters which an accurate survey of the Property might disclose.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, AND REGARDLESS OF WHETHER THEY TAKE PRIORITY OVER THE DEED OF TRUST UNDER APPLICABLE LAW, THIS SALE IS SUBJECT TO THE MASTER DEED REFERENCED IN NO. 6 ABOVE AND THE SEWER AND DRAINAGE EASEMENT REFERENCED IN NO. 7 ABOVE.

WITNESS the signature of the Successor Trustee on this 4th day of June, 2008.

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 4th day of June, 2008.

Notary Public
My commission expires:

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

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is Two Million Two Hundred Sixty-Three Thousand Seven Hundred Dollars ($2,263,700.00).

Affiant

Subscribed and sworn to before me this the 4th day of June, 2008.

Notary Public
My commission expires:

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