Davidson County DEEDTRS
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Fees:23.00 Taxes:7400.00
20080716-0073089

This instrument prepared by:
Ronald G. Steen, 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 No.:
SunTrust Mortgage, Inc. 901 Semmes Avenue Richmond, VA 23224	Same	158-11-A / 007.00-CO

SUCCESSOR TRUSTEE'S DEED

This Successor Trustee's Deed is made and entered into on this the 16th day of July, 2008, by Ronald G. Steen, Jr., Successor Trustee ("Successor Trustee").

WHEREAS, by Deed of Trust dated August 3, 2006 being of record as Instrument No. 20060808-0097451, Register's Office for Davidson County, Tennessee, (the "Deed of Trust"), Michael E. Goldston and wife, Charlotte C. Goldston, a/k/a Charlotte W. Goldston (collectively, the "Grantor"), conveyed to Larry A. Weissman, Trustee, the Property (as hereinafter defined) to secure payment to SunTrust Mortgage, Inc. (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 Larry A. Weisman in accordance with the terms of the Deed of Trust by an instrument of record as Instrument No. 20080212-0014234, 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 1:00 p.m. on May 21, 2008, at the Property (the "Foreclosure Notice"), such Foreclosure Notice appearing in said paper on April 25, 2008, May 2, 2008 and May 9, 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 Property for sale, and after opening the floor for competitive bids, sold the Property to SunTrust Mortgage, Inc. at the price of Two Million and 00/100 Dollars ($2,000,000.00), 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 $ Two Million and 00/100 Dollars ($2,000,000.00), to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto SunTrust Mortgage, Inc., its, successors and assigns (the "Grantee") all of my right, title and interest in and to the following described real estate, together with all improvements, appurtenances, all easements serving or benefiting the property, and any and all fixtures and improvements 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 Lot(s) 7, as shown on the map entitled Cambridge Downs Subdivision, of record as Instrument No. 20050727-0087930, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.
>
> Being the same property conveyed to CHARLOTTE W. GOLDSTON, by Quitclaim Deed from MICHAEL E. GOLDSTON, of record as Instrument No. 20010924-0103120, dated September 1, 2001, said Register's Office.

The Property is **improved** property.

The street address of the Property is believed to be 344 White Swan Crossing, Brentwood, Tennessee 37027, but such address is not part of the legal description of the Real 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, the statutory right of redemption, 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, 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. Mechanics' liens filed against Charlotte W. Goldston and Michael E. Goldston against Lot 7, among others, of Cambridge Downs by Reed Construction, LLC as Instrument Nos. 20060912-0112532 and 20060816-0100701, said Register's Office.

2. Declaration of Covenants, Conditions, Liens, Easements and Restrictions contained in an instrument of record as Instrument No. 20050727-0087931, said Register's Office.

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

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

5. Matters shown on the Plan of record as Instrument No. 20050727-0087930 and as filed in Instrument No. 20071031-0128222, in said Register's Office.

6. Charter of Cambridge Farms Homeowners Association of record as Instrument No. 20050714-0081979, said Register's Office.

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

8. Any discrepancies, conflicts, easements, boundary line disputes, encroachments or protrusions, or overlapping of improvements which would be disclosed by an inspection and accurate survey of the subject property.

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 16th day of July, 2008.

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

Margaret A. Dennis
Notary Public
My commission expires: May 8, 2012

MY COMMISSION EXPIRES: MAY 8, 2012

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is Two Million and 00/100 Dollars ($2,000,000.00).

Affiant

Subscribed and sworn to before me
this the 16th day of July, 2008.

Margaret A. Dennis
Notary Public
My commission expires: May 8, 2012

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

MY COMMISSION EXPIRES: MAY 8, 2012