Burr

This Instrument Prepared By:
David W. Houston, IV
Burr & Forman LLP
700 Two American Center
3102 West End Avenue
Nashville, Tennessee 37203

Davidson County DEEDTRS
Recvd: 07/29/08 15:55 5 pg:
Fees:28.00 Taxes:453.25
20080729-0077641

Address New Owner:	Send Tax Bills To:	Map and Parcel No:
Renasant Bank 1816 Hayes Street Nashville, TN 37203	SAME	083-060-264.00

SUCCESSOR TRUSTEE'S DEED

WHEREAS, default was made in the terms, conditions, and payments provided for and made in that certain Real Estate Deed of Trust dated September 22, 2006, to R. Rick Hart, Trustee, executed by Gregory Lurie, Sr. ("Grantor"), as same appears of record as Instrument Number 20060928-0120030, as modified on August 24, 2007 of record as Instrument Number 20070831-0105044, Register's Office for Davidson County, Tennessee (collectively, the "Deed of Trust"); and

WHEREAS, the entire indebtedness secured by the Deed of Trust has matured and is past due and unpaid; and

WHEREAS, as of June 25, 2008, at 5:00 p.m., there were no state or federal tax liens filed against Gregory Lurie, Sr. in said Register's Office; and

WHEREAS, Renasant Bank, as the beneficiary in the Deeds of Trust and as the lawful owner and holder of the obligations secured by the Deeds of Trust, removed R. Rick Hart as Trustee and appointed David W. Houston, IV as Successor Trustee by instrument of record in Instrument Number 20080611-0060339, said Register's Office; and

WHEREAS, David W. Houston, IV, Successor Trustee, caused certain real property described in the Deed of Trust (the "Property") to be advertised in accordance with the provisions of the Deed of Trust, advertising that the Property would be sold at 12:00 p.m. on July 25, 2008 at the front door of the office of the Davidson County Register of Deeds, Sommet Center, 501 Broadway, Nashville, Tennessee 37203 to the highest and best bidder for cash, free from current and future homestead exemption, curtesy, dower, appraisement, marshalling of lien and assets rights and all statutory rights of redemption, all of which are expressly waived in the Deed of Trust (the "Foreclosure Notice"), and published the Foreclosure Notice in the Tennessean on July 4, 2008, July 11, 2008, and July 18, 2008, and noticed Grantor and all parties interested in accordance with the provisions of the Deed of Trust and applicable law; and

WHEREAS, the Successor Trustee's agent personally appeared and offered the Property for sale at public outcry and the highest and best bid received was the sum of One Hundred Twenty-Two Thousand Five Hundred Dollars and no/100 ($122,500.00) by Renasant Bank

(hereinafter referred to as the "Grantee") and the Property was knocked off and sold to the Grantee.

NOW, THEREFORE, in consideration of the premises and sum of One Hundred Twenty-Two Thousand Five Hundred Dollars and no/100 ($122,500.00) paid by the Grantee, David W. Houston, IV, Successor Trustee, has this day bargained and sold and, by the premises, does transfer and convey to Grantee, its successors, heirs and assigns, certain tracts or parcels of land situated in Davidson County, Tennessee, and described as follows:

See Attached Exhibit A

To have and to hold the said tracts or parcels of land with the appurtenances, estate, title and interest thereto belonging to the Grantee, its successors, heirs and assigns forever.

It is the intention of the Successor Trustee only to convey to Grantee such title in the Property that he received as Successor Trustee and that, as Successor Trustee, he has the right to sell and convey.

This sale is subject to all any unpaid taxes, mortgages, liens, encumbrances, easements, restrictions and other matters of record or otherwise that are prior in right to the liens of said Deed of Trust..

WITNESS my hand this 29th day of July, 2008.

David W. Houston, IV, Successor Trustee

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public of this county, David W. Houston, Successor Trustee, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 29 day of July, 2008.

Kellye W. Raiford
NOTARY PUBLIC

KELLYE W. RAIFORD
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY, TENN.
My Commission Expires MAY 14, 2012

My Commission Expires: _____

STATE OF TENNESSEE]

COUNTY OF DAVIDSON]

The actual consideration for this transfer is One Hundred Twenty-Two Thousand Five Hundred Dollars and no/100 ($122,500.00).

Alisa Childers Peters
Affiant

Sworn to and subscribed before me this 29th day of July, 2008.

Kellye W. Raiford
NOTARY PUBLIC

My Commission Expires: _____

KELLYE W. RAIFORD
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY, TENN.
My Commission Expires MAY 14, 2012

EXHIBIT A

Land in Davidson County, Tennessee, being the southerly part of Lot 33 and Northerly part of Lot 34 on the plan of Olivia W. Sharpe's Addition to Nashville as of record in book 332, Page 17, Register's Office, Davidson County, Tennessee and further described as follows:

Beginning on the westerly margin of Chapel Avenue at a point 176 feet, more or less, south of the southerly margin of Franklin Avenue, formerly Estella Avenue; thence with the westerly margin of Chapel Avenue, southwardly 66 feet to a point; thence westwardly 211 feet, more or less, to the westerly margin of an alley; thence with said alley, northwardly 60.58 feet to a point; thence eastwardly 194 feet to the point of beginning.

Being the same property conveyed to Gregory Lurie, Sr. by deed from Lillie Lyons, dated September 22, 2006, of record as Instrument No. 20060928-0120029, Register's Office for Davidson County, Tennessee.

This is improved property known as 109 Chapel Avenue, Nashville, Tennessee (the "Land").

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, all water and riparian rights, wells, ditches, reservoirs, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above, existing or future leases, subleases, licenses, guaranties, and any other written or verbal agreements for the use or occupancy of the Land, including but not limited to, any extensions, renewals, modifications or replacements, rents, issues and profits, including but not limited to, security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default,

cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Grantor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Land, goods that are or will become fixtures related to the Land, proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Land, and insurance proceeds.