Davidson County DEEDTRS
Recvd: 09/18/08 15:12 4 pg
Fees:23.00 Taxes:2641.06
20080918-0095434

This instrument prepared by:
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The Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is:
SEVEN HUNDRED THIRTEEN THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS
($713,800.00)

Address New Owner:	Send Tax Bills To:	Map/Parcel IDs:
Reliant Bank	same	159000031
1724 Carothers Pkwy.		159000206
Suite 400		159000207
Brentwood, TN 37027		159000234
		159000235

SUBSTITUTE TRUSTEE'S DEED

This Substitute Trustee's Deed is made and entered into on this the ___th day of September, 2008, by Joseph J. Jensen, Substitute Trustee ("Substitute Trustee").

WHEREAS, Red Rock Development, LLC (the "Grantor") by that certain Deed of Trust, Assignment of Rents and Security Agreement dated December 22, 2006, recorded as Instrument No. 20061222-0158565, in the Office of the Register of Deeds for Davidson County, Tennessee (as modified or amended, the "Deed of Trust"), conveyed to DeVan Ard, Jr., Trustee, the Property (as hereinafter defined) to secure the payment of certain indebtedness described in the Deed of Trust (the "Indebtedness"), which Indebtedness is presently held and owned by Reliant Bank (the "Lender"); 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, the undersigned Joseph J. Jensen has been duly appointed as Substitute Trustee in the place and stead of DeVan Ard, Jr., said appointment being of record as Instrument No. 20080721-0074290, said Register's Office; and

WHEREAS, Lender directed the Substitute Trustee to sell the Property as provided in the Deed of Trust, and the Substitute Trustee caused notice to be published in *The Tennessean* that the Property would be sold on Friday, September 12, 2008, at 12:00

noon, prevailing Central Time, outside of the south (front) entrance of the Davidson County Courthouse, Nashville, Tennessee, such Notice of Foreclosure appearing in said newspaper on August 22, 2008, August 29, 2008, and September 8, 2008; and

WHEREAS, the Substitute Trustee further sent a copy of the Notice of Foreclosure to Grantor, and following the appearance of the Notice of Foreclosure in said newspaper the default was not cured; and

WHEREAS, the Substitute Trustee's designated representative at the time, place and date specified in the Notice of Foreclosure offered the Property for sale, and after opening the floor for competitive bids, sold the Property to Reliant Bank at the price of Seven Hundred Thirteen Thousand Eight Hundred and 00/100 Dollars ($713,800.00), this being the highest, last and best bid.

NOW, THEREFORE, I, Joseph J. Jensen, Substitute Trustee as aforesaid, in consideration of the premises and the sum of Seven Hundred Thirteen Thousand Eight Hundred and 00/100 Dollars ($713,800.00), to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto Reliant Bank, its successors and assigns (the "Grantee") all of my right, title and interest in and to the following described real estate, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil, timber and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter 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 Lots Nos. 1 and 2, as shown on the Plan of Fentress Estates, of record in Plat Book 5800, Page 15, and also Lots 3, 4 and 5 of Resubdivision of Lot 3 Fentress Estates of record in Book 8250, Page 224, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description, together with all right, title and interest in that certain 30' private road lying adjacent to said lots as shown on said plats.
>
> Being the same property conveyed to Red Rock Development, LLC by deed from Christian Home and Bible School, Inc., a Florida non-profit corporation as Trustee for Margaret Ann Kirk Charitable Remainder Trust, of record as Instrument No. 20061222-0158564, dated December 22, 2006, said Register's Office.

The Property is **not improved** property.

To have and to hold the Property, and free of rights of redemption, statutory or otherwise, including but not limited to T.C.A. § 66-8-101, *et seq.*, and all homestead, dower and all

other exemptions and marital rights, all of which are expressly waived in the Deed of Trust, 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 Substitute Trustee as to any matter whatsoever, and by accepting this Substitute 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 Substitute Trustee. Without limiting the foregoing, SUBSTITUTE TRUSTEE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ADDITIONALLY, SUBSTITUTE 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 Substitute Trustee's Deed, Grantee agrees to indemnify and hold the Substitute 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.

Grantee hereunder accepts title to the Property and all improvements thereon subject to any and all unpaid real estate taxes, restrictive covenants, easements and setback lines; any and all redemption rights, including rights of redemption of any governmental agency, State or Federal, and any and all other prior liens or encumbrances against said real property.

WITNESS the signature of the Substitute Trustee on this the day and date first above written.

SIGNATURE APPEARS ON FOLLOWING PAGE

Joseph J. Jensen, Substitute Trustee

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, Geraldine Simmons-Curry, a Notary Public of the State and County aforesaid, personally appeared Joseph J. Jensen, 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 Substitute Trustee, and that he as such Substitute Trustee being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his name as Substitute Trustee.

Witness my hand and seal, at office in Nashville, Tennessee, this 15th day of September, 2008.

Geraldine Simmons-Curry
Notary Public
My commission expires: Nov. 22, 2010

GERALDINE SIMMONS-CURRY STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN. My Commission Expires NOV. 22, 2010

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is Seven Hundred Thirteen Thousand Eight Hundred and 00/100 Dollars Dollars ($713,800.00).

Joseph J. Jensen

Subscribed and sworn to before me
this the 15 th day of September, 2008.

GERALDINE SIMMONS-CURRY STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN. My Commission Expires NOV. 22, 2010

Geraldine Simmons-Curry
Notary Public
My commission expires: Nov. 22, 2010

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9/11/08