This Instrument Prepared By:

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Davidson County DEEDTRS
Recvd: 10/03/08 14:07 3 pgs
Fees:18.00 Taxes:621.60
20081003-0100880

SUBSTITUTE TRUSTEE'S DEED

Address New Owner(s) As Follows:	Send Tax Bills To:	Map-Parcel Nos.
The Bank of Nashville 401 Church Street, 3rd Floor Nashville, Tennessee 37219	Same	Map No. 93-4A Parcel 00200CO

I, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $168,000.00.

Affiant

Subscribed and sworn to before me, this 3rd day of October, 2008.

Notary Public

My Commission Expires: 7/25/09

STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TN

WHEREAS, by Deed of Trust dated September 14, 2006, and recorded in Instrument No. 20060918-0115309, Register's office for Davidson County, Tennessee, Allen Construction Remodeling and Home Improvement Co. conveyed to William W. Winfree, Trustee, the hereinafter described property for the purpose of securing the payment of the indebtedness and performance of the obligations therein set forth; and

WHEREAS, William W. Winfree resigned as Trustee and David M. Smythe was appointed pursuant to a certain Appointment of Substitute Trustee of record in Instrument No. 20080825-0087317, said Register's office; and

WHEREAS, default was made in the terms and conditions of said Deed of Trust, and the beneficiary requested the undersigned to advertise and sell said property under the terms and provisions of said Deed of Trust; and

WHEREAS, in pursuance of said request of said beneficiary, the said property was advertised for sale in conformity with the terms and provisions of said Deed of Trust and such ad appeared in The Tennessean Davidson A.M. on September 5, 2008, September 12, 2008 and lastly on September 19, 2008; and

WHEREAS, pursuant to the Notice of Sale, the foreclosure sale was appointed to be held on the 1st day of October, 2008, at 10:00 o'clock a.m. at the south front door of the Davidson County Courthouse, Nashville, Tennessee; and

WHEREAS, at the time and place mentioned in said advertisement, the undersigned offered said property for sale at public outcry to the highest and best bidder for cash at which sale, The Bank of Nashville, being the highest and best bidder, became the purchaser of said property at and for the sum of One Hundred Sixty-Eight Thousand Dollars and 00/100ths ($168,000.00).

NOW, THEREFORE, in consideration of the premises, and the said purchase price bid and paid, undersigned, as the Substitute Trustee, does hereby grant, bargain, sell, transfer, and convey unto The Bank of Nashville, the following real estate:

> Land in Davidson County, Tennessee, being part of Lot No. 261, Williams Addition Edgefield, as shown on the Plat of record in Book 21, page 60, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.
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> Being Unit B, on the Plan of Sylvan Street Townhomes, as established by Declaration of Covenants, Conditions and Restrictions for Sylvan Street Townhomes, a Horizontal Property Regime with Private Elements, of record as Instrument No. 20070817-0098599, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete legal description.
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> Being part of the same property conveyed to Allen Construction Remodeling and Home Improvement Co., a Tennessee corporation, by deed from CMF Development, LLC, of record as Instrument No. 20060918-0115309, said Register's Office.

to have and to hold the same, together with all the hereditaments, improvements, buildings, easements, and appurtenances therein and thereunto belonging and appertaining, in fee simple, forever and free from all current and future homestead exemption, curtesy and dower, elective or distributive share, valuation, stay, appraisement and marshalling of liens and asset rights relating to the property, as well as all statutory right of redemption, equity of redemption, and all other exemptions of every kind in the maker of said Deed of Trust and all persons claiming through and under said maker.

UNDERSIGNED, as Substitute Trustee, does hereby transfer, assign, and set over unto The Bank of Nashville, its successors and assigns, all of the covenants or warranties contained in the aforesaid Deed of Trust, and does hereby warrant the title to the aforesaid real estate as fully and completely as he is authorized to do as such Substitute Trustee, but no further or otherwise. Undersigned makes no warranties as to condition, location or set back of improvements on the property. The property is subject to all easements or restrictions of record in the Register's Office. This conveyance is subject to such priority tax liens and prior encumbrances as

may appear of record, as well as all ad valorem property taxes which may be of record or applicable to said property.

The designation of the parties to this instrument in either the plural or singular shall be applied to mean either number, and where appropriate in the context hereof, shall mean any one or more of said parties, and any pronoun used herein shall include the masculine, feminine and neuter genders.

IN WITNESS WHEREOF, undersigned has hereunto set his hand and seal, this 3rd day of October, 2008.

David M. Smythe
Substitute Trustee

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Amie Wiggins, a Notary Public in and for the said county and State, the within named bargainor, David M. Smythe, Substitute Trustee, with whom I am personally acquainted, (or who proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purpose therein contained.

Witness my hand and official seal at office this 3rd day of October, 2008.

Notary Public

My Commission Expires: 7/25/09