This instrument prepared by:
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The Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is:
$433,068.12.

Davidson County DEEDTRS
Recvd: 12/15/08 09:53 5 pgs
Fees:28.00 Taxes:1602.35
20081215-0119889

Address New Owner:	Send Tax Bills To:	Map/Parcel:
NBP, LLC, a Tennessee limited liability company Attn.: Mr. Keith Rosenblum 300 Seaboard Lane, Suite 3 Franklin, Tennessee 37067	New Owner	**03405007500**

SUBSTITUTE TRUSTEE'S DEED

This Substitute Trustee's Deed is made and entered into on this the 12th day of December, 2008, by Joseph J. Jensen, Substitute Trustee ("Substitute Trustee").

WHEREAS, Crestview Ventures, LLC (the "Grantor") by that certain Deed of Trust, dated December 27, 2007, recorded as Instrument Number 20071231-0149041, in the Office of the Register of Deeds for Davidson County, Tennessee (as modified or amended, the "Deed of Trust"), conveyed to J. Steven Bell, 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 Tennessee Bank & Trust, a Division of Farmers Bank & Trust Company, (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, Lender appointed Joseph J. Jensen to serve as Substitute Trustee in place of J. Steven Bell in accordance with the terms of the Deed of Trust, by Instrument No. 20080516-0050741, 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 September 12, 2008 at 11:30 a.m. prevailing Central Time, outside of the south (front) entrance of the Davidson County Courthouse, Nashville, Tennessee, such Notice of Foreclosure appearing in said paper on August 22, 2008, August 29, 2008, and September 5, 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, announced that, in accordance with the Notice of Foreclosure, the advertised sale of the Property would be adjourned until September 26, 2008 at 11:30 a.m. prevailing Central Time, and would at that later date and time be conducted outside of the south (front) entrance of the Davidson County Courthouse, Nashville, Tennessee; and

WHEREAS, the Substitute Trustee's designated representative on September 26, 2008 at 11:30 a.m. prevailing Central Time, outside of the south (front) entrance of the Davidson County Courthouse, Nashville, Tennessee, announced that, in accordance with the Notice of Foreclosure, the sale of the Property would be adjourned until October 31, 2008 at 11:30 a.m. prevailing Central Time, and would at that later date and time be conducted outside of the south (front) entrance of the Davidson County Courthouse, Nashville, Tennessee; and

WHEREAS, the Substitute Trustee's designated representative on October 31, 2008 at 11:30 a.m. prevailing Central Time, outside of the south (front) entrance of the Davidson County Courthouse, Nashville, Tennessee offered the Property for sale, and after opening the floor for competitive bids, sold the Property to NBP, LLC, a Tennessee limited liability company, Trustee at the price of Four Hundred Thirty-Three Thousand Sixty-Eight and 12/100 Dollars ($433,068.12), 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 Four Hundred Thirty-Three Thousand Sixty-Eight and 12/100 Dollars ($433,068.12), to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto NBP, LLC, a Tennessee limited liability company, 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 the northerly 215 feet of Lot No. 22 on the Map of Alta Loma Subdivision and a part of a 30-foot reserved strip lying in the rear of the same, as shown on Plan of record in Book 421, Page 44, Register's Office for Davidson County, Tennessee.

Said part of said Lot and part of reserved strip fronts 215 feet on the westerly side of Crestview Avenue and runs back between lines as measured from the center line of Crestview Avenue, 593 feet on the northerly line and 597-2/3 feet more or less, on the southerly line to the easterly line of the railroad right-of-way, measuring 215 feet thereon.

Being the same property conveyed to Crestview Ventures, LLC by deed from P1 Enterprises, LLC, dated December 27, 2007, of record in Instrument No. 20071231-0149040, Register's Office for Davidson County, Tennessee.

The Property is **improved** property.

The street address of the Property is believed to be 218 Crestview Drive, Madison, TN 37115. This 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 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 unwaived 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; and, an Inspection and Maintenance Agreement for Private Stormwater Management Facilities, of record as Instrument Number 20080318-0027100, Register's Office for Davidson County, Tennessee and an Agreement for Dedication of Easement for Storm Drainage, of record as Instrument Number 20080318-0027129, Register's Office for Davidson County, Tennessee.

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)
Williamson)
COUNTY OF ~~DAVIDSON~~)

Before me, Bryan D. Spicer, 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 Franklin, Tennessee, this 12th day of December, 2008.

Notary Public
My commission expires:_____

BRYAN D. SPICER STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY, TN My Commission Expires September 18, 2012

STATE OF TENNESSEE)
Williamson)
COUNTY OF ~~DAVIDSON~~)

The actual consideration or value, whichever is greater, for this transfer is Four Hundred Thirty-Three Thousand Sixty-Eight and 12/100 Dollars ($433,068.12).

Joseph J. Jensen

Subscribed and sworn to before me

this the 12th day of December, 2008.

Notary Public
My commission expires:_____

BRYAN D. SPICER STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY, TN My Commission Expires September 18, 2012