THIS INSTRUMENT PREPARED BY:
CHERNAU, CHAFFIN AND BURNSED, PLLC
One American Center
3100 West End Avenue, Suite 550
Nashville, Tennessee 37203

Davidson County DEEDTRS
Recvd: 12/30/08 15:55 4 pgs
Fees:23.00 Taxes:252.46
20081230-0123701

ADDRESS NEW OWNER:

Renasant Bank
Attention: Special Assets
1820 West End Avenue
Nashville, TN 37203

SEND TAX BILLS TO:

SAME

MAP/PARCEL:

071-16-0-215.00

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, there has occurred one or more acts of default in the note evidencing the indebtedness owed to Renasant Bank, successor by merger to Capital Bank & Trust Company (collectively "Lender");

WHEREAS, Lender is the beneficiary of the Deed of Trust (With Future Advance Clause) of record in Instrument Number 20060324-0033585, Register's Office for Davidson County, Tennessee, (hereinafter referred to as "Deed of Trust"). Said Deed of Trust secures to the Lender the payment in full of the note evidencing the subject indebtedness and any other obligations then existing or arising thereafter;

WHEREAS, by and through the above described Deed of Trust, the grantor, Mitchell Equities, LLC ["Borrower"] conveyed the real property described herein to R. Rick Hart, Trustee, for the benefit of the Lender, with power of sale;

WHEREAS, the Lender pursuant to the terms and conditions of the above Deed of Trust, did appoint Andrew Tolbird as Substitute Trustee, to serve in the stead of the Trustee with all powers granted unto the Trustee, such appointment appearing of record in Instrument Number 20080213-0014443, Register's Office for Davidson County, Tennessee;

WHEREAS, Lender notified the Substitute Trustee of the default by the Borrower in the payments called for in the note secured by the above Deed of Trust and demanded that the Trustee advertise the subject property for sale pursuant to the terms and conditions of the said Deed of Trust;

WHEREAS, the Substitute Trustee did advertise the property for sale in the "The City Paper" on December 8, 2008, December 15, 2008 and December 22, 2008, in accordance with and in fulfillment of the requirements of the above Deed of Trust;

WHEREAS, the Substitute Trustee, in accordance with the requirements of the above Deed of Trust and the published advertisement for sale of the subject property, did on the 29th day of December, 2008, appear and conduct the sale of the herein described property;

WHEREAS, Renasant Bank, successor by merger to Capital Bank & Trust did place the highest bid for the subject property, being the sum of $68,232.50; and

NOW THEREFORE, for and in consideration of the sum of $68,232.50, the Substitute Trustee has bargained and sold, and by these present does transfer and convey unto the said Renasant Bank, the Grantee herein, its successors and assigns, the property described as follows:

Being the southerly 22.0 feet of Lot No. 161 and the northerly 23.0 feet of Lot No. 160 on the Plan of Oakwood Park as of record in Plat Book 421, page 12, Register's Office for Davidson County, Tennessee, to which plan reference is made for a more complete description.

Said parts of said lots front together 45 feet on the easterly side of North Sixth Street, and run back between parallel lines 165 feet to an alley.

Being the same property conveyed to Mitchell Equities Incorporated, a Tennessee Corporation in Instrument 20030724-0103773 recorded 7/24/2003, Register's Office for Davidson County, Tennessee.

Possible Address: 1123 North 6th Street, Nashville, Tennessee

Possible Map & Parcel: 071-16-0-215.00

(The address and map and parcel above are believed to be correct; but same is not part of the legal description of the property sold herein and in the event of any discrepancy, the legal description herein shall control.)

This sale is subject to all matters shown on any recorded document, including any applicable recorded plan, plat, charter, restriction, judgment(s), notice of governmental entity, or declaration of taking(s); any prior lien(s) of record; unpaid taxes and assessments which exist as a lien against said properties; any restrictive covenant(s), easement(s) or setback line(s) that may be applicable; any statutory rights of redemption not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal; and any prior deeds of trust, liens, dues, assessments, encumbrances, defects, adverse claims, and other matters that may take priority over the Deed of Trust upon which this foreclosure sale is conducted or are not extinguished by this foreclosure sale. This sale is also subject to any matter that an accurate survey of the premises might disclose.

The Substitute Trustee makes no personal warranties or representations concerning the subject property. The transfer is "AS IS, WHERE IS, AND WITH ALL FAULTS," and without warranty of any kind, express or implied, as to the condition of such property and the improvements located thereon, including merchantability or fitness for particular purpose. Trustee shall make no covenant of seisin or warranty of title, express or implied.

By his signature below, the 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 and/or Lender as to any matter whatsoever. 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 and Lender 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.

To have and to hold the said tract or parcel of land, including all appurtenances, estate, title and interest thereto belonging, unto the said Grantee, their heirs and/or assigns, forever.

Whenever used, the singular number or pronoun shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

(Remainder of page intentionally left blank)

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

Andrew Tolbird, Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, the within named **Andrew Tolbird**, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged herself to be the Trustee under the above referenced Deed of Trust, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville Tennessee, this the 29th day of December, 2008.

Notary Public

My Commission Expires: P. ROBYN CALDWELL STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN. My Commission Expires JULY 5, 2011

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer or value of property (whichever is greater) is $68,232.50. This is equal to or greater than the property would bring at a fair and voluntary sale.

Andrew Tolbird, Trustee

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

Notary Public

My Commission Expires: P. ROBYN CALDWELL STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN. My Commission Expires JULY 5, 2011

Grantee:

CERTIFICATE OF AUTHENTICITY

I, P. Robyn Caldwell, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

P. Robyn Caldwell

State of Tennessee
County of Davidson

Personally appeared before me, Casey Fisher, a notary public for this county and state, P. Robyn Caldwell, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary Public

Commission Expires: _____

CASEY FISHER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires NOV. 7, 2011