Davidson County DEEDTRS
Recvd: 01/05/09 15:50 6 pgs
Fees:33.00 Taxes:6148.94
20090105-0000979

This instrument prepared by:
Ronald G. Steen, Jr.
STITES & HARBISON PLLC
401 Commerce Street, Suite 800
Nashville, Tennessee 37219

Address New Owner(s) as Follows:	Send Tax Bills To:	Map and Parcel No.:
SunTrust Bank 401 Commerce Street MC: TN-NA-1982 Nashville, Tennessee 37219 Attn: Samuel Ballesteros	Same	116-02-0-A-012-00-CO

TRUSTEE'S DEED

This Trustee's Deed is made and entered into on this the 5th day of January, 2009, by Julian L. Bibb, Trustee ("Trustee").

WHEREAS, by Tennessee Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated October 16, 2003 being of record as Instrument No. 20031208-0175865, Register's Office for Davidson County, Tennessee, as amended by that certain First Amendment to Tennessee Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated July 30, 2004 of record as Instrument No. 20040809-0096164, Register's Office for Davidson County, Tennessee, as amended by that certain Second Amendment to Tennessee Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated May 25, 2007 of record as Instrument No. 20070601-0065077, Register's Office for Davidson County, Tennessee, and as amended by that certain Third Amendment to Tennessee Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated September 27, 2007 of record as Instrument No. 20070928-0116024, Register's Office for Davidson County, Tennessee (the "Deed of Trust"), John T. Rankin and wife, Katherine Tracy Rankin (the "Grantor"), conveyed to Julian L. Bibb, 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 SunTrust 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, Lender directed the Trustee to sell the Property as provided in the Deed of Trust, and the Trustee caused notice to be published in the *Davidson AM* that the Property would be sold at 10:30 a.m. on January 5, 2009, at the Front door of the Davidson County Courthouse in Nashville, Tennessee (the "Foreclosure Notice"), such Foreclosure Notice appearing in said paper on December 12, 2008, December 19, 2008 and December 26, 2008; and

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

WHEREAS, the Trustee at the time, place and date specified in the Foreclosure Notice offered the Property for sale, and after opening the floor for competitive bids, sold the Property to SunTrust Bank at the price of $1,661,875.33, this being the highest, last and best bid.

NOW, THEREFORE, I, Julian L. Bibb, Trustee, as aforesaid, in consideration of the premises and the sum of $1,661,875.33, to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto SunTrust Bank, its successors and assigns (the "Grantee") all of my right, title and interest in and to certain real property situated in Davidson County, Tennessee, together with any and all improvements, tenements, hereditaments and appurtenances, all easements serving or benefiting the property, and any or all fixtures and improvements now or hereafter attached to the property (collectively, the "Property"), and more particularly described as follows, to wit:

> Land located in the 1st Civil District of Nashville, Davidson County, Tennessee and being more particularly described as follows:
>
> Being Lot No. 73, on the Final Plat of Hill Place, of record in Plat Book 7900, page 913 and Plat Book 7900, pages 923-932 (at page 928), Register's Office for Davidson County, Tennessee, and by Surveyor's Certificate of Correction of record in Book 9854, page 235, and in Book 10059, page 112 and in Book 10270, page 38, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.
>
> Being the same property conveyed to John T. Rankin and wife, Katherine Tracy Rankin, by deed from Thomas M. Patton and wife, Anna Teresa Patton, of record in Book 11499, page 762, Register's Office for Davidson County, Tennessee.

The Property is **improved** property.

The street address of the Property is believed to be 4812 Post Road, Nashville, Tennessee 37205.

Such 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 Trustee as to any matter whatsoever, and by accepting this 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 Trustee. Without limiting the foregoing, TRUSTEE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ADDITIONALLY, 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 Trustee's Deed, Grantee agrees to indemnify and hold the 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.

Said sale is subject to certain easements, restrictions, liens, taxes, etc., including, but not limited to the items set forth below to the extent applicable on the date hereof, but only to the extent any of them take priority over the Deed of Trust. Said matters may or may not take priority over the Deed of Trust. To the extent such matters do take priority over the Deed of Trust under applicable law, the sale is subject to them and to the extent such matters do not, the Property does not remain subject to them:

1. Metro taxes for 2008; (Map Parcel No. 116-02-0-A-012-00-CO).

2. Deed of Trust executed by John T. Rankin and wife, Katherine Tracy Rankin to T. Michael Logan, Trustee, dated December 11, 2002 and of record as Instrument No. 20021216-0154870, said Register's Office.

3. Deed of Trust executed by John T. Rankin and wife, Katherine Tracy Rankin to Julian L. Bibb, Trustee, dated September 30, 2004 and of record as Instrument No. 20041013-0123410, said Register's Office, as amended by a First Amendment to Deed of Trust filed for record as Instrument No. 20070601-0065072, said Register's Office, and as further amended by a Second Amendment to Deed of Trust filed for record as Instrument No. 20070928-0116025, said Register's Office.

4. Deed of Trust executed by John Rankin and wife, Tracy H. Rankin to Robert L. Perry, Jr., Trustee, dated February 28, 2007 and of record as Instrument No. 20070312-0029718, said Register's Office, as amended by First Modification to Deed of Trust filed for record as Instrument No. 20070801-0091353, said Register's Office, and as amended by Second Modification to Deed of Trust filed for record as Instrument No. 20070927-0115535, said Register's Office.

5. General Sessions Court Judgment filed by The Tulip Tree against John Rankin and Tracy Rankin in the amount of $13,155.88 plus the costs of the suit, granted under Case No. 07GC2481, a certified copy having been filed for record as Instrument No. 20080103-000597, said Register's Office.

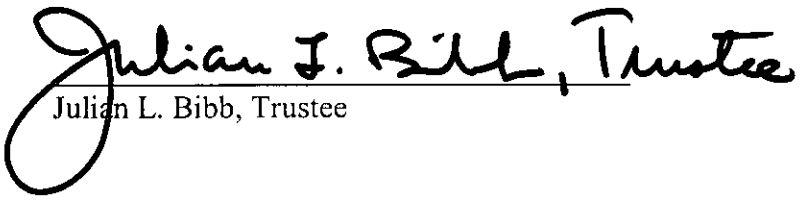
6. All matters shown on the Plat of Hill Place of record in Plat Book 7900, page 913, and Plat Book 7900, pages 923-932 (at page 928), as corrected by Surveyor's Certificates of record in Book 9854, page 235, Book 10058, page 112, and Book 10270, page 38, said Register's Office.

7. Declaration of Protective Covenants, Conditions and Restrictions, including liens for special assessments, all as contained in instrument of record in Book 9645, page 85, as amended in Book 9658, page 19, Book 10872, page 520, and Instrument No. 20010510-0048634, said Register's Office.

Said sale will be subject to any and all unpaid ad valorem taxes (plus penalty and interest, if any) that may be a lien against the Property and subject to any and all liens, defects, encumbrances, adverse claims and other matters which take priority over the Deed of Trust upon which this foreclosure sale is had, including, but not limited to, prior deeds of trust, fixture filings, easements, restrictions, building lines, and recorded plans and

subject to any statutory rights of redemption not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal, which have not been waived by such governmental agency. Said sale is also subject to matters which an accurate survey of the Property might disclose.

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



Julian L. Bibb, Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Christina Dorsey Willow, a Notary Public of the State and County aforesaid, personally appeared Julian L. Bibb, 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 Trustee, and that he as such Trustee being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his name as Trustee.

Witness my hand and seal, at office in Nashville, Tennessee, this 5th day of January, 2009.

Christina Dorsey Willow
Notary Public
My commission expires: 5-22-2010

CHRISTINA DORSEY WILLOW
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires MAY 22, 2010

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $1,661,875.53.

Samuel Morris Gallaher
Affiant

Subscribed and sworn to before me

this the 5th day of January, 2009.

Christina Dorsey Willow
Notary Public
My commission expires: 5-22-2010

CHRISTINA DORSEY WILLOW
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires MAY 22, 2010

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12/31/08