This instrument prepared by: AJ Sharenberger, III, P.O. Box 56, Elmwood, TN 38560

Address New Owner and Send tax bills to:
Royal Carter Barnes
156 Jacksonian Dr.
Hermitage TN 37076

Map-Parcel Numbers:
09102018800
6005 New York Avenue Nashville, TN 37209
09102018700
6007 New York Avenue Nashville, TN 37209

TRUSTEE'S DEED

This instrument made and entered into by and between A.J. Sharenberger, III, Successor Trustee and the herein described Grantee.

Daryl Shawn Martin entered into a certain Deed of Trust of record in Instrument No. 20060901-0108094 in the Register's Office for Davidson County, Tennessee (the "Deed of Trust") conveying to C. Richard Bobo as Trustee an interest in and to the hereinafter described property to secure the repayment of a Note described in said Deed of Trust, which Note is presently held and owned by Greenbank as successor by merger to Cumberland Bank, and

WHEREAS, demand has been made for the payment of the aforesaid Note secured by the above-described Deed of Trust which Note is in default; and the owner and holder of said Note has demanded that the property be advertised and sold in accordance with the terms of said Note and of the Deed of Trust; and

WHEREAS, GreenBank has appointed A.J. Sharenberger, III as Successor Trustee by instrument of record in Instrument no. 20081219-0121445 said Register's Office.

WHEREAS, a notice of Federal Tax Lien dated April 17, 2008 was recorded in Instrument No. 20080425-0042416 said Register's Office which lien shows the taxpayer as being Daryl S. Martin and shows total taxes in the amount of $16,665.18; and

WHEREAS, by letter dated December 23, 2008, the notice required by 26 USC Section 7425(b) has been timely given to the United States, and a copy of said notice is appended hereto, but no response thereto has been received except for a receipt for certified mail delivery of the aforesaid notice a copy of which is appended hereto.

WHEREAS, Successor Trustee did, by publication in the public notice section of the Tennessean newspaper advertise said property to be sold on January 20, 2009, and pursuant to said publication, on said date, during legal hours, offered said property for sale at the at the South Main Door of the Davidson County Courthouse, 1 Public Square, in Nashville, Tennessee after requesting competitive bids and receiving those that were offered, sold said property, to the extent herein described, to the hereinafter described Grantee, its heirs, successors and assigns, at the sum of Seventy Thousand Three Hundred $70,300.00 Dollars, this being the highest, last and best bid.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the aforementioned bid, the receipt of which is hereby acknowledged, the undersigned Trustee has bargained and sold in bar of all right or equity of redemption, and by these presents transfers and conveys to

Davidson County DEEDTRS
Recvd: 01/21/09 14:43 3 pgs
Fees:18.00 Taxes:260.11
20090121-0005243

Royal Carter Barnes, unmarried, (the "Grantee"), Grantee's heirs, successors and assigns, certain land and improvements thereon in Davidson County Tennessee, (the "Property") as follows:

Tract 1: Land in Davidson County, Tennessee being the South 30 feet of Lot No. 6, Block No. 19, Cherokee Park Subdivision of West Nashville, a plan of which is of record in Book 161, page 75, Register's Office for Davidson County, Tennessee.

Said part of Lot No. 6 fronts 30 feet on the west side of New York Avenue and extends back westerly between parallel lines 150 feet to an alley.

(6005 New York Avenue, Nashville, TN 37209 Map and Parcel No. 09102018800)

Tract 2: Land in Davidson County, Tennessee, being the westerly 20 feet of Lot No. 6 and the easterly 15 feet of Lot No. 8 of Block No. 19 on the Map of Cherokee Park Subdivision, as of record in Book 161, page 75, Register's Office for Davidson County, Tennessee.

Said parts of Lots Nos. 6 and 8 front together 35 feet on the southerly side of New York Avenue and run back between parallel lines 150 feet to an alley.

(6007 New York Avenue, Nashville, TN 37209 Map and Parcel No. 09102018700)

Both tracts being the same properties conveyed to Daryl Shawn Martin by deeds from Norman W. Bowen of record as Instrument No. 20060901-0108092 for Tract 1 and Instrument No. 20060901-0108093 for Tract 2 dated August 17, 2006, said Register's Office.

The property is sold in AS IS, WHERE IS physical condition. Said sale is subject to any and all unpaid ad valorem property taxes (plus penalty and interest) that may be a lien against the same and is subject to restrictive covenants in the plan of record in Book 161 page 75, RODC. With respect to the Federal Tax Lien identified above, this sale is subject to the right of the United States to redeem the property as provided for in 26 USC Section 7425(d)(1) unless otherwise waived. This sale and any resulting conveyance of the property pursuant to such sale is further subject to recission at the option of the Successor Trustee or Greenbank by tendering the purchase price paid for the property at this sale in the event that a petition for relief under the Bankruptcy Code is filed by or against any party having an ownership interest in the property resulting in the imposition of an automatic stay against enforcement of the Deed of Trust upon which this foreclosure is had and such stay has not been lifted at the effective time of any sale made hereunder; provided, however, that there shall be no right of such recission if no such stay is in effect at the time of the sale hereunder and provided that this right of recission shall expire if not exercised on or before February 1, 2009 . The sale may also be subject to such other prior restrictive covenants, easements, set back lines, boundary lines, building and zoning regulations, and matters which an accurate survey would disclose but only to the extent the same predated the deed of trust upon which this foreclosure is had and are entitled to take priority over the deed of trust upon which this foreclosure is had and not otherwise. This enumeration of possible encumbrances is not intended to impair the priority of the lien of the Deed of Trust being foreclosed nor impair the title conveyed herein.

TO HAVE AND TO HOLD the Property, with all appurtenances, estate, title, and interest thereto belonging, unto the Grantee, Grantee's heirs, successors and assigns, in fee simple forever and in bar of all right or equity of redemption. Successor Trustee transfers, assigns and sets over unto

Grantee all of the covenants and warranties contained in the aforesaid Deed of Trust in as full and ample manner as the Trustee has authority to transfer the same, but no further or otherwise.

IN WITNESS WHEREOF, the undersigned has executed this Deed.

A. J. Sharenberger, III, Successor Trustee

STATE OF TENNESSEE
COUNTY OF Davidson

Before me, a Notary Public within and for the state and county aforesaid, personally appeared A. J. Sharenberger, III, Successor Trustee, with whom I am personally acquainted or proved on the basis of satisfactory evidence and who upon oath acknowledged himself to be the Successor Trustee, and that he as such Successor Trustee being authorized to do so, executed the foregoing instrument as Successor Trustee for the purposes therein contained, by signing his name as Successor Trustee.

Witness my hand and official seal at office at Nashville Tennessee on this the 20th day of January, 2009.

Beverly Yousefzadeh
Notary Public
My Commission Expires: 3-21-2009

BEVERLY YOUSEFZADEH
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE
COUNTY OF Davidson

I hereby swear or affirm that he actual consideration for this transfer is $ 79300.00

Affiant

SUBSCRIBED and sworn to before me, this the 20th day of January 2009.

Beverly Yousefzadeh
Notary Public My commission expires: 3-21-2009

BEVERLY YOUSEFZADEH
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires MAR. 21, 2009