This instrument prepared by:
Robert C. Goodrich Jr.
Stites & Harbison PLLC
401 Commerce Street, Suite 800
Nashville, Tennessee 37219

Davidson County DEEDTRS
Recvd: 03/03/09 10:43 5 pgs
Fees:28.00 Taxes:15355.00
20090303-0018663

Address New Owner as follows:	Send Tax Bills To:	Map and Parcel No.:
		183-168
1045 FIRESTONE PARKWAY, LLC ATTN: ELIZABETH DANNE 1717 MAIN STREET, STE 900 DALLAS, TX 75201	SAME	

SUCCESSOR TRUSTEE'S DEED

This Successor Trustee's Deed is made and entered into on this the 2nd day of March, 2009, by Robert C. Goodrich Jr., Successor Trustee ("**Successor Trustee**").

WHEREAS, by *Deed of Trust and Security Agreement* dated June 19, 1998, recorded in Book 10984, Page 976, in the Register's Office of Davidson County, Tennessee, as assigned to Wells Fargo Bank, N.A., as trustee for the registered holders of DLJ Commercial Mortgage Corp., Commercial Mortgage Pass-through Certificates, Series 1998-CF2 by that certain *Assignment of Deed of Trust* of record as Instrument 20000626-0062923 in the Register's Office of Davidson County, Tennessee (the "**Deed of Trust**"), Firestone Parkway Partners, L.P. (the "**Grantor**"), conveyed to Lawyers Title Insurance Corporation, 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 ORIX Capital Markets, LLC as Special Servicer for Wells Fargo Bank Minnesota, N.A., successor by merger to and f/k/a Norwest Bank Minnesota, National Association, as Trustee for the registered holders of DLJ Commercial Mortgage Corp., Commercial Mortgage Pass-Through Certificates, Series 1998-CF2 (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 Robert C. Goodrich Jr. to serve as Successor Trustee in place of Lawyers Title Insurance Corporation, Trustee, by instrument of record as Instrument No. 20090204-0009437, Register's Office for Davidson County, Tennessee, in accordance with the terms of the Deed of Trust; and

WHEREAS, Lender directed the Successor Trustee to sell the Property as provided in the Deed of Trust, and the Successor Trustee caused notice to be published in ***The Davidson AM***

that the Property would be sold at **Noon Central Time** on **Friday, February 27, 2009**, at the front door of the Davidson County Courthouse, 1 Public Square, Nashville, Tennessee 37201 (the "Foreclosure Notice"), such Foreclosure Notice appearing in said paper on February 6, 2009, February 13, 2009, and February 20, 2009; and

WHEREAS, the Successor 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 Successor Trustee shortly after Noon Central Time at the time and place specified in the Foreclosure Notice, offered the Property for sale, and after opening the floor for competitive bids, Lender submitted the highest, last and best aggregate bid for the Property of Four Million One Hundred Fifty Thousand and no/100 Dollars ($4,150,000.00), which was a credit bid (the "Credit Bid").

WHEREAS, the Lender has assigned the Credit Bid to 1045 FIRESTONE PARKWAY, LLC and has requested that the Property be sold to 1045 FIRESTONE PARKWAY, LLC as its designee.

NOW, THEREFORE, I, Robert C. Goodrich Jr., Successor Trustee as aforesaid, in consideration of the Credit Bid, by these presents do transfer and convey unto 1045 FIRESTONE PARKWAY, LLC, its successors and assigns (the "Grantee"), all of my right, title and interest in and to the following described real estate, together with any and all improvements now or hereafter erected on the property, if any, 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:

A tract of land in the Second Civil District of Metropolitan Nashville and Davidson County, Tennessee, being more fully described as follows:

BEGINNING at an existing iron pin on the northeasterly margin of Firestone Parkway, a 80 foot road, that is 400 feet, more or less, westerly measured along said margin from the westerly terminus of the southwesterly return curve at the intersection of said Firestone Parkway and Heil Quaker Boulevard, a 60-foot road, and proceeding as follows:

1. **With said margin of Firestone Parkway, North 42 degrees 57 minutes 39 seconds West a distance of 263.31 feet to an iron pin (existing); thence,**

2. **Continuing with said right-of-way and a 2332.87 foot radius curve to the left 491.92 feet to an iron pin (set), said curve has a chord bearing and distance of North 49 degrees 00 minutes 06 seconds West 491.01 feet; thence**

3. **Leaving said margin, North 35 degrees 00 minutes 32 seconds East a distance of 348.04 feet to an iron pin (set); thence**

4. **Along the south property line of John H. Moore as recorded in Deed Book 967, Page 141, Register's Office for Davidson County, Tennessee, South 84 degrees 26 minutes 15 seconds East a distance of 620.67 feet to a wooden fence post; thence**

5. **Leaving Moore's line, South 61 degrees 21 minutes 18 seconds East a distance of 378.42 feet to an iron pin (existing) also being the northwest property corner of Walter G. Knestrick as recorded in Deed Book 7588, Page 101, Register's Office for Davidson County, Tennessee; thence,**

6. **Along said line, South 47 degrees 02 minutes 15 seconds West passing an existing iron pin at 329.78 feet to an existing iron pin a total distance of 819.21 feet to the point of beginning.**

This tract contains 502,356 square feet or 11.53 acres more or less as calculated by the above courses which were determined within the precision requirements of an Alta Urban Class Survey. Being the same property conveyed to Firestone Parkway Partners, L.P. by Deed from Music City Optical Media, Inc., a Tennessee corporation, of record in Book 10984, Page 972, Register's Office for Davidson County, Tennessee.

The Property is improved property. To have and to hold the Property in bar of the statutory right and any equity of redemption, homestead, dower and all other rights and exemptions of every kind, all of which are expressly waived in the 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 Successor Trustee as to any matter whatsoever, and by accepting this Successor Trustee's Trustee 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 Successor Trustee. 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 this Successor Trustee's Deed, Grantee agrees to indemnify and hold the Successor Trustee harmless from any and all costs, expenses, and liability, including without limitation attorney fees, arising out of or in connection with any of the foregoing.

Said sale may be subject to easements, restrictions, liens, taxes, etc., including, but not limited to, the items set forth below, but only to the extent any of such matters 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. Any and all unpaid *ad valorem* taxes payable to Metropolitan Davidson County (plus penalty and interest, if any) that may be a lien against the Property.
2. UCC Financing Statement listing Music City Optical Media, Inc., as debtor and Tennessee Valley Authority as secured party and recorded as Instrument No. 20011120-0127273, said Register's Office.
3. Memorandum of Lease to Music City Optical Media, Inc. in Book 11014, Page 896, said Register's Office.
4. Restrictions of record in Book 4673, Page 508, said Register's Office.
5. Easement(s) to Colonial Pipeline Company as set forth in instrument of record in Book 3616, Page 439, said Register's Office.
6. Deed of Conveyance to the Metropolitan Government of Nashville and Davidson County, Department of Water and Sewage Services of record in Book 10693, Page 691, said Register's Office.
7. Notice of Lien in favor of CO Christian & Sons Company, Inc. recorded as Instrument No. 20000912-0090642, said Register's Office.
8. Judgment in favor of Koninklijke Philips Electronics N.V. recorded as Instrument No. 200809110-0092754, said Register's Office.
9. Judgment in favor of The Holden Group LLC recorded as Instrument No. 20081117-0113210, said Register's Office.
10. Any and all liens, defects, encumbrances, conveyances, adverse claims and other matters which take priority over the Deed of Trust upon which this foreclosure sale is had, and 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. Matters which an accurate survey of the Property might disclose.

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

Robert C. Goodrich Jr.

ROBERT C. GOODRICH JR.,
SUCCESSOR TRUSTEE

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, Kathleen Patti Snow, a Notary Public of the State and County aforesaid, personally appeared Robert C. Goodrich Jr., 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 Successor Trustee, and that he as such Successor Trustee, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his name as Successor Trustee.

Witness my hand and seal, at office in Nashville, Tennessee, this 2d day of March, 2009.

Kathleen Patti Snow

Notary Public

My commission expires:

KATHLEEN PATTI SNOW
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires JAN. 23, 2010

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is Four Million One Hundred Fifty Thousand and no/100 Dollars ($4,150,000.00).

Robt C. Goodrich

Affiant

Subscribed and sworn to before me
this the 2d day of March, 2009.

Kathleen Patti Snow

Notary Public

My commission expires:

KATHLEEN PATTI SNOW
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires JAN. 23, 2010

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2/27/09