This Instrument Prepared By:

PICK-UP

David M. Smythe
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BILL GARRETT, Davidson County
Trans:T20090035552 DEEDTRS
Recvd: 05/29/09 14:50 4 pgs
Fees:23.00 Taxes:1495.45
20090529-0049616

SUBSTITUTE TRUSTEE'S DEED

Address New Owner(s) As Follows:	Send Tax Bills To:	Map-Parcel Nos.
Jem-Nashville, LLC c/o Jemison Investment Co., Inc. 2001 Park Place, Suite 320 Birmingham, AL 35203-4800	Same	Map No. 104-4 Parcel No. 52.00

I, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $404,176.82.

Affiant

Subscribed and sworn to before me, this 28th day of May, 2009.

Notary Public

STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TN

My Commission Expires: 7/25/09

WHEREAS, by Deed of Trust dated May 31, 2006, and recorded in Instrument No. 20060606-0066467, Register's office for Davidson County, Tennessee, 1033 18th Avenue Partners, LLC, conveyed to Kent Cleaver, Trustee, the hereinafter described property for the purpose of securing the payment of the indebtedness and performance of the obligations therein set forth; and

WHEREAS, the holder of the debt secured the appointment of undersigned as Substitute Trustee by instrument of record in Instrument No. 20090325-0027079, said Register's office; and

WHEREAS, default was made in the terms and conditions of said Deed of Trust, and the beneficiary requested the undersigned to advertise and sell said property under the terms and provisions of said Deed of Trust; and

WHEREAS, in pursuance of said request of said beneficiary, the said property was advertised for sale in conformity with the terms and provisions of said Deed of Trust and such ad appeared in The Tennessean, Davidson County edition, on April 3, 2009; April 10, 2009 and April 17, 2009; and

WHEREAS, pursuant to the Notice of Sale, the foreclosure sale was appointed to be held on the 27th day of April, 2009, at 3:50 o'clock p.m. at the front door of the Davidson County Courthouse, Nashville, Tennessee, at which time undersigned announced the postponement of said foreclosure sale until May 18, 2009, at 3:50 o'clock p.m.; and

WHEREAS, on May 18, 2009 at 3:50 p.m., the time and place as postponed, the undersigned offered said property for sale at public outcry to the highest and best bidder for cash at which sale, Jem-Nashville, LLC, being the highest and best bidder, became the purchaser of said property at and for the sum of Four Hundred Four Thousand One Hundred Seventy Six and 82/100^{ths} Dollars ($404,176.82).

NOW, THEREFORE, in consideration of the premises, and the said purchase price bid and paid, undersigned, as the Substitute Trustee, does hereby grant, bargain, sell, transfer, and convey unto Jem-Nashville, LLC, the following real estate:

The property herein to be foreclosed is described as follows:

Land in Davidson County, Tennessee, described as follows:

TRACT 1:

Being a 13,598 square foot or 0.312 more or less acre tract of land lying in the 18th Councilmanic District of Davidson County, Tennessee, and being the same property conveyed to Pacific Deals, Inc. as evidenced by deed of record in Book 9204, page 385, Register's Office for Davidson County, Tennessee, said property being a portion of Lot 13 on O.B. Hayes Plan of Large Lots, called "Rokeby", as of record in Book 21, page 87, Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

Beginning at an iron pin found on the westerly margin of 18th Avenue South, said point being the most northeasterly corner of the herein-described tract and the most southeasterly corner of the property conveyed to the Women's Division of the General Board of the Global Ministries of the United Methodist Church evidenced by deed of record in Book 7545, page 137, Register's Office for Davidson County, Tennessee; thence with said margin of 18th Avenue South, South 02 deg. 30 min, 00 sec. West a distance of 50.00 feet to a point, said point lying 348.3 feet, more or less, northerly from the north margin of Edgehill Avenue; thence leaving said margin of 18th Avenue South and with the northerly line of the Bobby W. Hurt et ux Property of record in Book 5714, page 591, Register's Office for Davidson County, Tennessee, North 88 deg, 43 min. 08 sec. West a distance of 271.99 feet to an iron pin set; thence with the easterly line of the property conveyed to the Tennessee Annual Conference of the United Methodist Church as evidenced by

deed of record in Book 5622, page 29, Register's Office for Davidson County, Tennessee, North 02 deg. 26 min. 35 sec. East a distance of 50.00 feet to an iron pin set; thence with the southerly line of the afore-mentioned Women's Division United Methodist Church Property, South 88 deg. 43 min. 08 sec. East a distance of 272.04 feet to the point of beginning, containing 13,598 square feet or 0.312 acres, more or less.

TRACT 2:

A 5 foot wide easement for ingress and egress purposes crossing a portion of the property conveyed to the Women's Division of the General Board of Global Ministries of the United Methodist Church, as evidenced by Deed of Record in Book 7545, page 137, Register's Office for Davidson County, Tennessee; said easement being described as follows:

Beginning at an iron pin on the westerly margin of 18th Avenue South, said iron pin being the southeasterly corner of the afore-said United Methodist Church property and the most northeasterly corner of the property conveyed to Pacific Deals, Inc., as evidenced by Deed of Record in Book 9204, page 385, Register's Office for Davidson County, Tennessee; thence with the common line of said United Methodist Church Property and said Pacific Deals, Inc. Property, North 88 deg. 43 min. 08 sec. West a distance of 120.00 feet to a point; thence leaving said common line and crossing said United Methodist Church Property, North 01 deg. 16 min. 52 sec. East a distance of 5.00 feet to a point; thence running parallel with and 5 feet North of the afore-said common property line, South 88 deg. 43 min. 08 sec, East a distance of 120.11 feet to a point in the westerly margin of 18th Avenue South; thence with said margin of 18th Avenue South, South 02 deg. 30 min. 00 sec. West a distance of 5.00 feet to the point of beginning.

Said easement having been granted to Pacific Deals, Inc, by the Women's Division of the General Board of Global Ministries of the United Methodist Church by instrument of record in Book 9527, page 138, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to 1033 Eighteenth Partners, LLC, by deed from D'Affari Properties, LLC, successor to D'Affari Properties, a Tennessee general partnership, of record in Instrument Number 20060606-0066453, Register's Office for Davidson County, Tennessee.

to have and to hold the same, together with all the hereditaments, improvements, buildings, easements, and appurtenances therein and thereunto belonging and appertaining, in fee simple, forever and free from all right of homestead, equity of redemption, statutory right of redemption, and all other rights and exemptions of every kind in the maker of said Deed of Trust and all persons claiming through and under said maker.

UNDERSIGNED, as Substitute Trustee, does hereby transfer, assign, and set over unto Jem-Nashville, LLC, its successors and assigns, all of the covenants or warranties contained in the aforesaid Deed of Trust, and does hereby warrant the title to the aforesaid real estate as fully and completely as he is authorized to do as such Substitute Trustee, but no further or otherwise. Undersigned makes no warranties as to condition, location or set back of improvements, if any, on the property. The property is subject to all easements or restrictions of record in the Register's Office. This conveyance is subject to such priority tax liens and prior encumbrances as may appear of record, as well as all ad valorem property taxes which may be of record or applicable to said property.

The designation of the parties to this instrument in either the plural or singular shall be applied to mean either number, and where appropriate in the context hereof, shall mean any one or more of said parties, and any pronoun used herein shall include the masculine, feminine and neuter genders.

IN WITNESS WHEREOF, undersigned has hereunto set his hand and seal, this 28th day of May, 2009.

David M. Smythe
Substitute Trustee

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Amie Wiggins, a Notary Public in and for the said county and State, the within named bargainor, David M. Smythe, Substitute Trustee, with whom I am personally acquainted, (or who proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purpose therein contained.

Witness my hand and official seal at office this 28th day of May 2009.

AMIE L. WIGGINS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TN

Notary Public

My Commission Expires: 7/25/09