THIS INSTRUMENT PREPARED BY:
Adams and Reese LLP (CWC)
424 Church Street, Suite 2800
Nashville, TN 37219

BILL GARRETT, Davidson County
Trans: T20090045960 DEEDTRS
Recvd: 07/08/09 15:50 5 pgs
Fees: 28.00 Taxes: 9738.77
20090708-0063961

Address of Property:
365 Great Circle Road
Nashville, TN

Address New Owner:	Send Tax Bills to:	Map and Parcel No.:
Ebon Falcon, LLC 515 Great Circle Road Nashville, TN 37228	Same	Map 70-12 Parcel 1.00

SUCCESSOR TRUSTEE'S DEED

This Successor Trustee's Deed is made and entered into on this the 29th day of June, 2009, by **CHARLES W. COOK, SUCCESSOR TRUSTEE** ("Successor Trustee").

WHEREAS, by Deed of Trust, Assignment of Rents and Leases, and Security Agreement, dated February 13, 2006, of record as Instrument No. 20060213-0017483, Register's Office for Davidson County, Tennessee (the "Deed of Trust"), **GENESIS PROPERTY HOLDINGS LLC**, a Tennessee limited liability company (herein sometimes "Debtor") conveyed to **FMLS, INC., Trustee**, for the benefit of **AMSOUTH BANK**, a national banking association, the Property (as hereinafter defined), to secure payment to AmSouth Bank of a certain indebtedness described in the Deed of Trust and as evidenced by that certain Term Promissory Note (the "Note") in the original sum of Two Million Three Hundred Thousand and no/100 Dollars ($2,300,000.00) (the "Indebtedness"); and

WHEREAS, the security interest was perfected by that certain UCC-1 Financing Statement of record as File No. 106-204433, Tennessee Secretary of State; and

WHEREAS, REGIONS BANK, an Alabama banking corporation ("Regions Bank"), is successor by merger to AmSouth Bank; and

WHEREAS, Regions Bank assigned its interest as beneficiary under the Deed of Trust to **DI-TN NO. 1, LLC**, a Texas limited liability company ("DI-TN"), by Assignment, dated March 19, 2009, of record as Instrument No. 20090325-0026886, Register's Office for Davidson County, Tennessee; and

WHEREAS, DI-TN assigned its interest as beneficiary under the Deed of Trust to **EBON FALCON, LLC**, a Tennessee limited liability company, by Assignment, dated June 29, 2009, of record as Instrument No. 20090708-0063960, Register's Office for Davidson County, Tennessee; and

WHEREAS, default was made in the payment of the Indebtedness described in the Deed of Trust and Note, and following such default Regions Bank accelerated the Indebtedness and appointed Charles W. Cook as Successor Trustee in instrument of record as Instrument No. 20080910-0092810, said Register's Office, and further directed said Successor Trustee to advertise and sell the Property conveyed by said Deed of Trust in compliance with the provisions thereof; and

WHEREAS, as of May 28, 2009, at 8:00 a.m., there were no state or federal tax liens of record against the Debtor in the Register's Office for Davidson County, Tennessee; and

WHEREAS, said Successor Trustee caused notice to be published in The City Paper, a newspaper published in Davidson County, Tennessee, that the Property would be sold at 12:00 p.m. on Monday, June 29, 2009 at the front door of the Davidson County Courthouse, 1 Public Square, Nashville, Davidson County, Tennessee (the "Foreclosure Notice"), such Foreclosure Notice appearing in said paper on June 1, June 8 and June 15, 2009; and

WHEREAS, said Successor Trustee further sent a copy of the Foreclosure Notice to Genesis Property Holdings LLC, and following the appearance of the Foreclosure Notice in said newspaper, the defaults under the Deed of Trust and Note were not cured; and

WHEREAS, Charles W. Cook, Successor Trustee, at the time, place and date announced in the Foreclosure Notice, offered the Property for sale, and after opening the floor for competitive bids, sold the Property to EBON FALCON, LLC, a Tennessee limited liability company, at the price of Two Million Six Hundred Thirty-Two Thousand One Hundred One and 02/100 Dollars ($2,632,101.02), this being the highest, last and best bid.

NOW, THEREFORE, I, Charles W. Cook, Successor Trustee as aforesaid, in consideration of the compliance with the terms of said bid to me in hand paid, and other consideration, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto **EBON FALCON, LLC**, a Tennessee limited liability company, its successors and/or assigns (the "Grantee"), all of my right, title and interest in and to the following described real estate which has been advertised and sold as hereinabove recited, located in Davidson County, Tennessee (collectively, the "Property"), and more particularly described as follows, to wit:

> A parcel of land in the 8th Civil District, Nashville, Davidson County, Tennessee, being Lot No. 16-A on the Plan of MetroCenter, Tract 16A as of record in Book 4715, page 94, Register's Office for Davidson County, Tennessee, resubdividing part of Block "H", Section 1, Book 4675, page 48, and being more particularly described as follows:
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> Beginning at a concrete monument in the north margin of Great Circle Road, also the centerline of the extension of Athenian Boulevard, thence, leaving said Great Circle Road, North 12 deg. 54' 41" East, passing a concrete monument at 642.7 feet and a total distance of 772.21 feet to the low water line of the Cumberland River; thence, with said lot water line, South 78 deg. 58' 17" East 160.47 feet to a point; thence, South 74 deg. 43' 17" East, 122.02 feet to a point; thence leaving

said low water line, South 13 deg. 06' 06" West, passing a concrete monument at 130.78 feet and a total distance of 772.48 feet to a concrete monument in the northerly margin of Great Circle Road; thence, along said road and a curve to the left having a central angle of 00 deg. 11' 25", a radius of 5759.58 feet and a distance of 19.12 feet to a concrete monument; thence North 77 deg. 05' 19" West 260.61 feet to a concrete monument, the point of beginning and containing 5.0 acres, more or less.

Being the same property conveyed to Genesis Property Holdings LLC, a Tennessee limited liability company, by Deed of Record in Instrument No. 20030805-0110804, Register's Office for Davidson County, Tennessee.

TOGETHER WITH:

All of Debtor's present and future right, title and interest in and to all items of personalty, equipment, fixtures, chattel paper, accounts, general intangibles, and other property which are now or hereafter located on or used in connection with the Land, including without limitation the following:

(a) all of Debtor's interests in the Property, together with all other interests of Debtor in such land, including without limitation all estates, easements, rights, and improvements relating to, arising from, or now or hereafter located on such land, together with a security interest in Debtor's fee ownership and leasehold rights in and to all personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, including replacements and additions thereto as hereinafter provided (hereinafter referred to collectively as the "Premises"):

(b) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, lifts, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, washers, dryers, water heaters, mirrors, mantels, air conditioning apparatus, refrigerating plants, refrigerators, cooking apparatus and appurtenances, window screens, awnings and storm sashes, which are or shall be attached to said buildings, structures or improvements and all other furnishings, furniture, fixtures, machinery, equipment, appliances, and other items of personal property of every kind and nature whatsoever now or hereafter owned by Debtor and located in, on or about, or used or intended to be used with or in connection with the use, operation or enjoyment of the Premises, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land, all of which are hereby declared and shall be deemed, to the extent allowable under applicable law, to be fixtures and accessions to the Land and a part of the Premises as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the Indebtedness herein described and to be secured by the Deed of Trust. Specifically excluded from the foregoing is the equipment and personal property owned by any tenant leasing the Premises or any portion thereof.

(c) All right, title and interest of Debtor in, under, and to all easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water

courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber, and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating, or appertaining to the Premises or any part thereof, or which hereafter shall in any way belong, relate, or be appurtenant thereto, whether now owned or hereafter acquired by Debtor.

(d) All leases, rents, issues, profits, and revenues of the Premises from time to time accruing (including without limitation all payments under leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits, and escrow funds), and all of the estate, right, title, interest, property, possession, claim, and demand whatsoever at law, as well as in equity, of Debtor of, in, and to the same.

This is improved real property also known as 365 Great Circle Road, Nashville, Davidson County, Tennessee.

To have and to hold the Property with the appurtenances, estate, title and interest thereto belonging to the Grantee, its successors and assigns forever.

Said property is conveyed subject to such encumbrances, easements, restrictions, liens, taxes, mortgages and other matters of record or otherwise as may affect the same.

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

CHARLES W. COOK, Successor Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared CHARLES W. COOK, 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, this 29th day of June, 2009.

Notary Public

CAROLE M. MAXSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TN

My Commission Expires:
7-3-12

STATE OF TENNESSEE)
COUNTY OF Davidson)

The actual consideration or value, whichever is greater, for this transfer is $2,632,101.02.

Affiant

Sworn to and subscribed before me this
8th day of July, 2009.

Notary Public

My Commission Expires:
7-3-12

CAROLE M. MAXSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TN