This Instrument Prepared By:
Darlene T. Marsh
Burr & Forman LLP
700 Two American Center
3102 West End Avenue
Nashville, Tennessee 37203

BILL GARRETT, Davidson County
Trans:T20090065540 DEEDTRS
Recvd: 09/25/09 12:35 9 pgs
Fees:48.00 Taxes:481.00
20090925-0089318

Address New Owner:	Send Tax Bills To:	Map and Parcel Nos:
Renasant Bank 1820 West End Avenue Nashville, TN 37203	SAME	150140B03500C0 150140B03600C0 150140B03700C0 150140B03800C0 150140B03900C0 150140B04000C0 150140B04100C0 150140B04200C0 150140B04300C0 150140B04400C0 150140B04500C0 150140B04600C0 150140B04700C0 150140B05100C0 150140B05200C0 150140B05300C0 150140B05400C0

SUCCESSOR TRUSTEE'S DEED

WHEREAS, default was made in the terms, conditions, and payments provided for and made in that certain Real Estate Deed of Trust, dated June 28, 2004, to R. Rick Hart, Trustee, executed by Homes By Design, LLC, as same appears of record as instrument number 20040719-0086118, Register's Office for Davidson County, Tennessee, as modified by Modification of Deed of Trust dated January 12, 2006, of record as Instrument No. 20060123-008163, said Register's Office, and Second Amendment of Promissory Note, Deed of Trust and Related Loan Documents dated July 31, 2006, of record as Instrument No. 20060816-0100615, said Register's Office (together with the hereinafter described Real Estate Deeds of Trust, collectively the "Deed of Trust"), and that certain Real Estate Deed of Trust dated August 10, 2006, to R. Rick Hart, Trustee, executed by Homes By Design, LLC, as same appears of record as instrument number 20050818-0098613, said Register's Office, as modified by Modification of Deed of Trust dated January 31, 2007, of record as Instrument No. 20070213-0018449, re-recorded as Instrument No. 20070314-0031000, said Register's Office; and that certain Real Estate Deed of Trust dated April 18, 2007, to R. Rick Hart, Trustee, executed by Homes By Design, LLC, as same appears of record as instrument number 20070502-0052121, said Register's Office; and

WHEREAS, said debt and obligations were further secured by UCC Financing Statement of record as Instrument Number 20051024-0128409, said Register's Office

WHEREAS, the entire indebtedness secured by the Deed of Trust has matured and is past due and unpaid; and

WHEREAS, as of August 31, 2009, at 9:00 a.m., there were no state or federal tax liens filed against Grantor in said Register's Office; and

WHEREAS, Renasant Bank, as the beneficiary in the Deed of Trust and as the lawful owner and holder of the obligations secured by the Deed of Trust, removed R. Rick Hart as Trustee and appointed Darlene T. Marsh as Successor Trustee by instruments dated February 17, 2009 and April 8, 2009, and of record as Instrument Nos. 20090303-0018892, 20090427-0037966 and 20090427-0037967, said Register's Office and,

WHEREAS, Darlene T. Marsh, Successor Trustee, caused certain real and personal property described in the Deed of Trust and related loan documents (the "Property") to be advertised in accordance with the provisions of the Deed of Trust, advertising that the Property would be sold at public outcry at 12:00 noon, on September 25, 2009, at the entrance to the Register's Office for Davidson County, Tennessee, 501 Broadway, Nashville, Tennessee, to the highest bidder for cash, free from homestead exemption, courtesy and dower, appraisement and marshalling of liens and assets rights and all equitable and any statutory rights of redemption, all of which are expressly waived in the Deed of Trust (the "Foreclosure Notice"), and published the Foreclosure Notice in The Tennessean on September 4, 2009, September 11, 2009 and September 18, 2009, and mailed a copy of the Foreclosure Notice to the debtor, co-debtor(s) and all parties interested in accordance with the provisions of the Deed of Trust and applicable law; and

WHEREAS, the Successor Trustee personally appeared and offered the Property for sale at public outcry and the highest bid received was the sum of One Hundred Thirty Thousand and no/100 Dollars ($130,000.00) by Renasant Bank (hereinafter referred to as the "Grantee") and the Property was knocked off and sold to the Grantee.

NOW, THEREFORE, in consideration of the premises and sum of One Hundred Thirty Thousand and no/100 Dollars ($130,000.00), paid by the Grantee, Darlene T. Marsh, Successor Trustee, has this day bargained and sold and, by the premises, does transfer and convey to Grantee, its successors and assigns, a certain tract or parcel of land situated in Davidson County, Tennessee, and described as follows:

See Attached Exhibit A

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title and interest thereto belonging to the Grantee, its successors and assigns forever.

It is the intention of the Successor Trustee only to convey to Grantee such title in the Property that she received as Successor Trustee and that, as Successor Trustee, she has the right to sell and convey.

This sale is subject to all any unpaid taxes, mortgages, liens, encumbrances, easements, restrictions and other matters of record or otherwise that are prior in right to the liens of said Deed of Trust.

WITNESS my hand this 25 day of September, 2009.

Successor Trustee

Darlene T. Marsh, Successor Trustee

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public of this county, Darlene T. Marsh, Successor Trustee, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 25 day of September, 2009.

KELLYE W. RAIFORD STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY, TENN. My Commission Expires MAY 14, 2012

Kellye W. Raiford

NOTARY PUBLIC

My Commission expires:_____

STATE OF TENNESSEE]

COUNTY OF DAVIDSON]

The actual consideration for this transfer is One Hundred Thirty Thousand and no/100 Dollars ($130,000.00).

Affiant

Sworn to and subscribed before me this 25 day of September, 2009.

KELLYE W. RAIFORD STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY, TENN. My Commission Expires MAY 14, 2012

Kellye W. Raiford

NOTARY PUBLIC

My Commission Expires: My Commission Expires MAY 14, 2012

EXHIBIT A

Being a parcel lying in the Twenty-ninth Councilmanic District of Davidson County, Antioch, Tennessee. Said parcel being east of Murfreesboro Pike, lying on the Northerly margin of Hamilton Church Road, and being more particularly described as follows:

Beginning at an existing concrete monument on the Northerly margin of Hamilton Church Road, the Southwest corner of the Shaharam Moradypoor property, recorded in Deed Book 9887, Page 908, R.O.D.C.;

Thence, with said margin, North 75°03'15" West, a distance of 74.70;

Thence, North 70°42'15" West, a distance of 74.70 feet to an existing iron pin;

Thence North 70°11'25" West, a distance of 179.75 feet to an existing concrete monument, and being the Southeast corner of the James T. McLean, Sr., property, recorded in Deed Book 9854, Page 477, R.O.D.C.;

Thence, North 08°19'51" East, a distance of 232.34 feet;

Thence, North 69°44'27" West, a distance of 90.88 feet to an existing iron pin;

Thence, North 07°16'23" East, a distance of 70.29 feet to an existing iron pin;

Thence, North 79°54'49" West, a distance of 205.70 feet;

Thence, North 09°26'37" East. a distance of 328.68 feet to an existing iron pin in the South line of Calumet, Phase Eight Subdivision, recorded in Plat Book 9700, Page 736, R.O.D.C.;

Thence, South 79°00'32" East, a distance of 134.63 feet;

Thence, South 82°50'15" East, a distance of 111.85 feet to an existing iron pin;

Thence, South 84°06'14" East, a distance of 42.39 feet to an existing iron pin;

Thence, North 09°16'02" East, 1012.13 feet to the Foster Resubdivision, recorded in Plat Book 5210, Page 262, R.O.D.C., a distance of 1255.21 feet to the South line the Sam A. Hall property, recorded in Deed Book 5187, Page 752, R.O.D.C.;

Thence, South 84°59'18" East, a distance of 306.18 feet to an existing concrete monument, the Northwest comer of Jamestown Estates, Section 3, recorded in Plat Book 6900, Page 866, R.O.D.C.;

Thence, South 08°22'48" West, a distance of 1985.51 feet to the Point of Beginning, and containing 724,185 Square Feet or 16.63 Acres, more or less.

LESS AND EXCEPT:

Land situated in the 33rd Councilmanic District of Nashville, Davidson County, Tennessee, lying on the northerly side of Hamilton Church Road, and being part of the property conveyed to Homes By Design, LLC, of record in Instrument No. 20020821101130, R.O.D.C., and Book No. 9946, Page 786, R.O.D.C.

To find the Point of Beginning, start at an concrete monument (found) in the northerly right-of-way of Hamilton Church Road (50'), being the southwest corner of the Homes By Design property, from which this tract was carved, and the southeast corner of property owned by James T. McLean, Sr., of record in Deed Book 9854, page 477, R.O.D.C.:

Thence along or near the line of McLean North 08°19'51" East a distance of 11.72 feet; Thence, South 70°11'24" East 31.92 feet to The Point of Beginning;

Thence, North 08°19'51" East, a distance of 169.38 feet;

Thence South 79°51'30" East, a distance of 150.82 feet;

Thence, South 00°10'53" East, a distance of 23.90 feet to the beginning of a curve to the right;

Thence, along said curve, having a radius of 300.00 feet and a central angle of 14°28'38" and being subtended by a chord which bears South 07°03'26" West 75.60 feet, for an arc distance of 75.80 feet;

Thence South 14°17'45" West, a distance of 68.04 feet to the beginning of a curve to the right;

Thence, along said curve, having a radius of 25.00 feet, a central angle of 95°30'50" and being subtended by a chord which bears South 62°03'10" West 37.01 feet, for an arc distance of 41.68 feet;

Thence North 70°11'25" West, a distance of 121.48 feet to the Point of Beginning. Containing 27,825 square feet or 0.64 acre, more or less.

ALSO DESCRIBED AS:

Parcel 96:

Land in the 2nd Civil District of Davidson County, Tennessee, according to survey by Barry Greer and Associates dated March 5, 1975, as follows:

Beginning at a point in the center of Hamilton Church Road at the southeast corner of property conveyed to Ben Fletcher in Deed Book 2799, page 565, and the southeast corner of the herein described tract; thence leaving said tract North 3 deg. East 1949.0 feet to a post in the southwest corner of property conveyed to Clarence H. Doyle, ex ux, in Deed Book 3464, Page 441; thence with Doyle's south line along a wire fence South

89 deg. East 176.0 feet to a post in the northeast corner of the herein described tract; thence along a wire fence South 3 deg. 10 min West 2021.0 feet to a point in the center of Hamilton Church Road; thence with said road North 67 deg. West 195.0 feet to the point of beginning, and containing 7.9 acres more or less.

Parcel 192:

Beginning at a point in a concrete monument in the northerly margin of Hamilton Church Road at the southeasterly part of the Jeff Lytton tract of record in Book 1537, Page 239, Register's Office for Davidson County, Tennessee; thence with the line of the Jeff Lytton tract North 00 deg. 49 min. 39 sec. West 1947.84 feet to an iron pin in concrete; thence North 84 deg. 41 min. 15 sec. East 75.1 feet to an iron pin in concrete; thence South 00 deg 47 min 51 sec. West 1,138.00 feet to a concrete monument; thence South 00 deg. 46 min. 35 sec. West 828.83 east to a concrete monument in the northerly margin of Hamilton Church Road; thence with the margin of the same North 80 deg. 43 min. West 74.70 feet to the point of beginning; containing 3.3 acres more or less.

Being the same property conveyed to Home By Design, LLC, by Warranty Deed from Dessie R. Ramsey, of record in Instrument Number 20020821-0101130, Register's Office for Davidson County, Tennessee.

Parcels 99 & 97:

Being a parcel lying the Twenty-ninth Councilmanic District of Davidson County, Antioch, Tennessee, said parcel being east of Murfreesboro Pike, lying on the Northerly margin of Hamilton Church Road, and being more particularly described as follows:

Commencing at an existing concrete monument on the Northerly margin of Hamilton Church Road, the Southeast corner of the James T. McLean, Sr., property, recorded in Deed Book 9854, Page 477, R.O.D.C.; thence North 08 deg. 19'51" East, a distance of 232.34 feet to the point of beginning for the herein described parcel;

Thence, North 69°44'27" West, a distance of 90.88 feet to an existing iron pin;

Thence, North 07°16'23" East, a distance of 70.29 feet to an existing iron pin;

Thence, North 79°54'49" West, a distance of 205.70 feet;

Thence, North 09°26'37" East. a distance of 328.68 feet to an existing iron pin in the South line of Calumet, Phase Eight Subdivision, recorded in Plat Book 9700, Page 736, R.O.D.C.;

Thence, South 79°00'32" East, a distance of 134.63 feet;

Thence, South 82°50'15" East, a distance of 111.85 feet to an existing iron pin, the Northwest corner of a cemetery;

Thence, South 84°06'14" East, a distance of 42.39 feet to an existing iron pin;

Thence, South 08°13'32" West, a distance of 421.82 feet to the point of beginning, and containing 103,223 Square Feet or 2.37 acres, more or less

Being the same property conveyed to Homes By Design, by Warranty Deed from Ronald Morton, Jayne Eaton, John Begley, Mitchell Begley, Tarianna Pierce, Michael Thompson, Matthew Covington and Joseph Covington, Filed for record in Instrument Number 20030513-0064204, Register's Office for Davidson County, Tennessee.

Parcel 95:

Beginning at a concrete monument in the northerly margin of Hamilton Church Road at the Southwest corner of property owned by Clinton Garrett, of record in Book 3964, Page 423, R.O.D.C.; thence with the northerly margin of Hamilton Church Road North 84 deg. 00' West 74.70 feet to a concrete monument; thence leaving the said road North 00 deg. 46' 35" East 828.83 feet to a concrete monument; thence North 00 deg. 47'51" East 1,138.00 feet to an iron pin in concrete; thence North 84 deg. 41'15" East 75.1 feet to a concrete monument; thence South 00 deg. 46'08" East 1,981.58 feet to the point of beginning.

Being the same property conveyed to Homes By Design, LLC, by Warranty Deed from Barbara Grace Grogan, Norsleter Grace Fuller, Marcellus Grace, Sr., James Grace, Sr., John Grace, Sr, Capp Grace, Jr., Leroy Grace, Jr., Carl T. Grace, Albert H. Clark, Jr., Deirdre J. Clark, Albert H. Clark, Sr., filed for record in Instrument Number 20030514-0065312, Register's Office for Davidson County, Tennessee.

LESS AND EXCEPT:

Lot Nos. 1 through 19 and Lot Nos. 36 through 45 as shown on the Final Plat of Hamilton Church Subdivision, Phase I, as shown on plat of record as Instrument No. 20050831-0104380, Register's Office for Davidson County, Tennessee, to which Plat reference is hereby made for a more complete description.

Being part of the same property conveyed to Homes By Design, LLC by instruments of record as Instrument Nos. 20020821-0101130, 20040513-0064204 and 20030514-0065312, said Register's Office.

ALSO DESCRIBED AS:

Lots Nos. 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32; and Common Areas/Open Spaces, as more particularly shown on the Final Plat of Hamilton Church Subdivision, Phase II, of record as Instrument No. 20070425-0049479, Register's Office for Davidson County, Tennessee, to which Plat reference is hereby made for a more complete description.

Being part of the same property conveyed to Homes By Design, LLC by instruments of record as Instrument Nos. 20020821-0101130, 20040513-0064204 and 20030514-0065312, said Register's Office.

This is unimproved property also known as:

Lot 20 4557 Hamilton Ln Antioch, TN 37013

Lot 21 4561 Hamilton Ln., Antioch, TN 37013

Lot 22 4565 Hamilton Ln., Antioch, TN 37013

Lot 23 4569 Hamilton Ln., Antioch, TN 37013

Lot 24 4573 Hamilton Ln., Antioch, TN 37013

Lot 25 4577 Hamilton Ln., Antioch, TN 37013

Lot 26 4581 Hamilton Ln., Antioch, TN 37013

Lot 27 4585 Hamilton Ln, Antioch, TN 37013

Lot 28 4584 Hamilton Ln., Antioch, TN 37013

Lot 29 4580 Hamilton Ln., Antioch, TN 37013

Lot 30 4576 Hamilton Ln., Antioch, TN 37013

Lot 31 4572 Hamilton Ln., Antioch, TN 37013

Lot 32 4568 Hamilton Ln., Antioch, TN 37013

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, all water and riparian rights, wells, ditches, reservoirs, and water stock and all existing and future improvements, structures, fixtures and replacements (all referred to as "Property"); together with all existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases); together with all rents, issues and profits (all referred to as "Rents"), including but not limited to security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues royalties, proceeds, bonuses, accounts, contract rights, general intangibles and all rights and claims that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property; and the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property; together with all personal property, tangible or intangible, and now or hereafter located in or upon the Property or otherwise related to, arising from, or necessary for the

operation of the Property for its intended purposes, including, without limitation, all appliances, landscaping equipment; parts, accessions, substitutions, replacements, products or proceeds, and including all manufacturer's warranties and insurance policies or proceeds thereof, whether now owned or acquired or received at anytime in the future; together with all lease payments and resulting accounts; and together with all building materials, landscaping materials, and other supplies and personal property items delivered to the Property for the purpose of constructing the improvements and/or acquired with funds provided by the owner and holder of the indebtedness secured by the Deed of Trust.