**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:T20090065544 DEEDTRS
Recvd: 09/25/09 12:37 5 pgs
Fees:28.00 Taxes:8140.00
20090925-0089319

| Address New Owner: | Send Tax Bills To: | Map and Parcel Nos: | |
|---|---|---|---|
| Renasant Bank<br>1820 West End Avenue<br>Nashville, TN 37203 | SAME | 3000 | 096090B00100C0 |
| | | 3002 | 096090B00200C0 |
| | | 3004 | 096090B00300C0 |
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| | | 3005 | 096090B03900C0 |
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| | | 3009 | 096090B04100C0 |

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| | | 3013 | 096090B04300C0 |
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| | | 3063 | 096090B05200C0 |
| | | 3065 | 096090B05300C0 |
| | | 3067 | 096090B90000C0 |

## 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 May 31, 2006, to R. Rick Hart, Trustee, executed by Homes By Design, LLC, as same appears of record as instrument number 20060602-0065491, Register's Office for Davidson County, Tennessee, as amended in Amended and Restated Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing (together with the Deeds of Trust described below, sometimes collectively, the "Deed of Trust"), of record as instrument number 20070314-0030997, said Register's Office; and

**WHEREAS,** default having been made in the payment of the debt and obligations, and in the terms and conditions provided for in that certain Deed of Trust, dated September 14, 2007, to R. Rick Hart, Trustee, executed by Technologically Integrated Homes, LLC, as same appears of record as instrument number 20071109-0132475, Register's Office for Davidson County, Tennessee, and that certain Deed of Trust, dated September 14, 2007, of record as instrument number 20071109-0132496, said Register's Office; and

**WHEREAS**, said debt and obligations were further secured by UCC Financing Statements of record as Instrument Numbers 20080403-0033916 and 2008-0033917, said Register's Office, and File Nos. 107-012586, 307-160136 and 307-160137, Tennessee Secretary of State's Office; and

**WHEREAS**, the entire indebtedness secured by the Real Estate 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 by instruments dated February 17, 2009, and of record as instrument numbers 20090303-0018891, 20090303-0018894 and 20090303-018893, said Register's Office, and appointed

Darlene T. Marsh as Successor Trustee, in accordance with the provisions contained in said Deed of Trust; 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 equity of redemption and any statutory or common law right of redemption, marshalling, homestead, dower, marital share, statutory right to an elective share, and all other exemptions, 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 Two Million Two Hundred Thousand and no/100 Dollars ($2,200,000.00) 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 Two Million Two Hundred Thousand and no/100 Dollars ($2,200,000.00), 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 Two Million Two Hundred Thousand and no/100 Dollars ($2,200,000.00).

**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:_____

# EXHIBIT A

Lot 3 on the Final Plat of Whitland Crossing as set forth in instrument Number 20060531-0063577, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

Being the same property conveyed to Homes By Design, LLC by deed from Richard A. Halstead, Alan D. Edgin and J. Anthony Vaughn recorded as Instrument No. 2006-0602-0065489, said Register's Office.

LESS AND EXCEPT:

Units 3064 and 3066, Donelson Place, as shown on Exhibit "B" to Declaration of Protective Covenants, Conditions and Restrictions for Donelson Place, of record as Instrument No. 20070703-0079564, as amended in Instrument No. 20070712-0083113 and 20070816-0098067, said Register's Office, to which plan reference is hereby made for a more complete description.

Being part of the same property conveyed to Technologically Integrated Homes, LLC by deed from Homes By Design, LLC, of record as Instrument No. 20071108-0131808, said Register's Office.

This is improved and unimproved property also known as all of the remaining Units and Common Area comprising Donelson Place Condominiums, i.e. 3000, 3002, 3004, 3008, 3010, 3012, 3014, 3016, 3018, 3020, 3022, 3024, 3026, 3028, 3030, 3032, 3034, 3036, 3038, 3040, 3042, 3044, 3046, 3048, 3050, 3052, 3054, 3056, 3058, 3060, 3062, 3068, 3070, 3072, 3001, 3003, 3005, 3007, 3009, 3011, 3013, 3015, 3017, 3051, 3053, 3055, 3057, 3059 3061, 3063, 3065, and 3067 Whitland Crossing Drive, Nashville, Tennessee.

Together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances and hereditaments, all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real estate described above (all referred to as "Property"), including without limitation all minerals, oil, gas, geothermal and similar matter; all present and future leases of the Property and all Rents from the Property; all Personal Property, Rents and Reserve Account(s); any unexpired insurance and the entire amount awarded or paid for any condemnation or other taking of all or any part of the Property; and all building materials and landscaping materials and all related manufacturers' warranties, policies of insurance, and the products and proceeds therefrom.

Capitalized terms used, but not defined herein, shall have the meaning given in the Deed of Trust.