PICK-UP

BILL GARRETT, Davidson County
Trans:T20090066624 DEEDTRS
Recvd: 09/30/09 15:43 5 pgs
Fees:28.00 Taxes:509.34
20090930-0090896

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

Address New Owner as follows:

MIDSOUTH BANK
ONE EAST COLLEGE STREET
P.O. BOX 7100
MURFREESBORO, TN 37133-7100

Send Tax Bills To:

SAME

Map and Parcel Nos.:

UNIT 101: 149-06-0C-101.00-CO
UNIT 102: 149-06-0C-102.00-CO
UNIT 103: 149-06-0C-103.00-CO
UNIT 104: 149-06-0C-104.00-CO
UNIT 105: 149-06-0C-105.00-CO
UNIT 201: 149-06-0C-201.00-CO
UNIT 202: 149-06-0C-202.00-CO
UNIT 203: 149-06-0C-203.00-CO
UNIT 204: 149-06-0C-204.00-CO
UNIT 205: 149-06-0C-205.00-CO
UNIT 301: 149-06-0C-301.00-CO
UNIT 302: 149-06-0C-302.00-CO
UNIT 303: 149-06-0C-303.00-CO
UNIT 304: 149-06-0C-304.00-CO
UNIT 305: 149-06-0C-305.00-CO
UNIT 401: 149-06-0C-401.00-CO
UNIT 402: 149-06-0C-402.00-CO
UNIT 403: 149-06-0C-403.00-CO
UNIT 404: 149-06-0C-404.00-CO

SUCCESSOR TRUSTEE'S DEED

This Successor Trustee's Deed is made and entered into on this the 30th day of September, 2009, by Robert C. Goodrich Jr., Successor Trustee ("**Successor Trustee**").

WHEREAS, by *Construction Deed of Trust* ("**Deed of Trust**") dated September 8, 2006, being of record as Instrument No. 20060915-0114435, Register's Office for Davidson County, Tennessee ("**Register's Office**"), General Construction Company, Inc., a Tennessee corporation ("**Grantor**"), conveyed to J. Ben Weatherford, Trustee, the Property (as hereinafter defined) to secure the payment of certain indebtedness described in the Deed of Trust ("**Indebtedness**"), which Indebtedness is presently held and owned by MidSouth Bank ("**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 J. Ben Weatherford, Trustee, by instrument of record as Instrument No. 20090707-0063405, Register's Office, 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 **12:00 Noon central time on September 21, 2009**, at the front door of the Davidson County Courthouse in Nashville, Tennessee ("**Foreclosure Notice**"), such Foreclosure Notice appearing in said paper on August 28, 2009, September 4, 2009, and September 11, 2009; and

WHEREAS, the Successor Trustee further sent a copy of the Foreclosure Notice as required by applicable law, and following the appearance of the Foreclosure Notice in said newspaper the default was not cured; and

WHEREAS, the Successor Trustee, at 12:00 Noon central time on September 21, 2009, at the place specified in the Foreclosure Notice, offered the Property for sale, and after opening the floor for competitive bids, sold the Property to MidSouth Bank in response to its bid at the price of One Hundred Thirty-Seven Thousand Six Hundred Sixty and No/100 Dollars ($137,660.00), this being the highest, last and best bid.

NOW, THEREFORE, I, Robert C. Goodrich Jr., Successor Trustee as aforesaid, in consideration of the premises and the sum of $137,660.00, by these presents do transfer and convey unto MidSouth Bank, its successors and assigns ("**Grantee**"), all of my right, title and interest in and to the following described real property:

> Being all of Unit Nos. 101-105, 201-205, 301-305, and 401-404, Tree Top, a Horizontal Property Regime, as described in the Master Deed and By-Laws appearing of record in Instrument No. 20060829-0106856, Register's Office for Davidson County, Tennessee. The easements, restrictive covenants, conditions and regulations imposed upon and relating to the property, apartments, co-owners and tenants of Tree Top, a Horizontal Property Regime, as contained in said Master Deed and By-Laws are incorporated in this instrument by reference and made a part hereof the same as though copied herein verbatim;
>
> Being the same property conveyed to General Construction Company, Inc., a Tennessee corporation, by Warranty Deed from James R. KempVanee and wife, Shantele L. KempVanee, of record in Instrument No. 20040602-0064610, and the same property conveyed to General Construction Company by Warranty Deed from Harmony Christian Fellowship by and through its successor, Harmony Mennonite Church, an Association, of record in Book 10326, page 287, both of the Register's Office for Davidson County, Tennessee.;

together with all existing or subsequently erected or affixed buildings, improvements, and fixtures; all easements, rights of way, and appurtenances; 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 property, including without limitation all minerals, oil, gas, geothermal, and similar matters (collectively, the "**Property**").

The street addresses of the Property are believed to be:

Unit 101:	501 Shawa Trail, Nashville, TN 37217;
Unit 102:	503 Shawa Trail, Nashville, TN 37217;
Unit 103:	505 Shawa Trail, Nashville, TN 37217;
Unit 104:	507 Shawa Trail, Nashville, TN 37217;
Unit 105:	509 Shawa Trail, Nashville, TN 37217;
Unit 201:	511 Shawa Trail, Nashville, TN 37217;
Unit 202:	513 Shawa Trail, Nashville, TN 37217;
Unit 203:	515 Shawa Trail, Nashville, TN 37217;
Unit 204:	517 Shawa Trail, Nashville, TN 37217;
Unit 205:	519 Shawa Trail, Nashville, TN 37217;
Unit 301:	521 Shawa Trail, Nashville, TN 37217;
Unit 302:	523 Shawa Trail, Nashville, TN 37217;
Unit 303:	525 Shawa Trail, Nashville, TN 37217;
Unit 304:	527 Shawa Trail, Nashville, TN 37217;
Unit 305:	529 Shawa Trail, Nashville, TN 37217;
Unit 401:	531 Shawa Trail, Nashville, TN 37217;
Unit 402:	533 Shawa Trail, Nashville, TN 37217;
Unit 403:	535 Shawa Trail, Nashville, TN 37217;
Unit 404:	537 Shawa Trail, Nashville, TN 37217;

but such addresses are not part of the legal description of the Property. In the event of any discrepancy, the legal description herein shall control. The Property is unimproved property.

To have and to hold the Property free from the equity of redemption and any statutory or common law right of redemption, homestead, dower, marital share, and all other exemptions, 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.

This conveyance 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, this conveyance is subject to them, and to the extent such matters do not, the Property does not remain subject to them:

1. Unpaid property taxes, penalties, interest, costs, and other obligations to the Metropolitan Government of Nashville and Davidson County.
2. Order Confirming Arbitration Award and Final Judgment in favor of Durham Contracting, LLC, of record in Instrument No. 20081223-0122337, Register's Office.
3. Agreed Order Granting Motion for Relief from Stay of record in Instrument No. 20090723-0069312, Register's Office.
4. Master Deed of record as Instrument No. 20060829-0106856, Register's Office.
5. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record as Instrument No. 20060224-0021797, Register's Office.
6. Storm Water Detention Agreement of record as Instrument No. 20060224-0021741, Register's Office.
7. Declaration of Right-of-Way Easement Agreement with Covenants and Restrictions of record as Instrument No. 20070207-0016216, Register's Office.
8. Joint Agreement for Dedication of Easement of record in Book 9266, page 600, Register's Office.

This conveyance is further subject to any and all liens, defects, encumbrances, conveyances, adverse claims and other matters which take priority over the Deed of Trust pursuant to which this conveyance is made, 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, and any and all matters that would be shown or revealed by an accurate survey of the Property.

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

Robt 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, this 30th day of September, 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 One Hundred Thirty-Seven Thousand Six Hundred Sixty and No/100 Dollars ($137,660.00).

Robt C. Goodrich, Jr.
Affiant

Subscribed and sworn to before me
this the 30th day of September, 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

15917N:090563:831352:1:NASHVILLE
9/29/09