BILL GARRETT, Davidson County
Trans:T20090068614 DEEDTRS
Recvd: 10/07/09 14:44 3 pgs
Fees:18.00 Taxes:5920.00
20091007-0093492

This instrument prepared by:
Paul Allen England
Stites & Harbison, PLLC
401 Commerce Street
Suite 800
Nashville, Tennessee 37219

Address New Owner:	Send Tax Bills To:	Map/Parcel:
Southeast Financial Credit Union 220 South Royal Oaks Boulevard Franklin, Tennessee 37064	Same	050-03-0-124.00; 050-03-0-125.00; 050-03-0-126.00; 050-03-0-127.00; 050-03-0-128.00; 050-03-0-129.00; 050-03-0-130.00; 050-03-0-131.00; 050-03-0-132.00; 050-03-0-133.00; 050-03-0-134.00; 041-15-0-130.00; 041-15-0-131.00; and 041-15-0-132.00

SUCCESSOR TRUSTEE'S DEED

This Successor Trustee's Deed is made and entered into on this the 30th day of September, 2009, by Paul Allen England, Successor Trustee ("Successor Trustee").

WHEREAS, Bellshire Terrace, LLC (the "Grantor") by that certain Deed of Trust and Fixture Filing, dated July 22, 2008, recorded as Instrument Number 20080723-0075554 in the Office of the Register of Deeds for Davidson County, Tennessee (the "Deed of Trust"), conveyed to John E. Simmonds, Trustee, the Property (as hereinafter defined) to secure the payment of certain indebtedness described in the Deed of Trust (the "Indebtedness"), which Indebtedness is presently held and owned by Southeast Financial Credit Union (the "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 Paul Allen England to serve as Successor Trustee in place of John e. Simmonds in accordance with the terms of the Deed of Trust, by that instrument recorded as Instrument Number 20090903-0082896, said Register's Office; 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 *Tennessean* that the Property would be sold on Wednesday, September 30, 2009, at 10:00 a.m. prevailing Central Time, outside the main entrance to the building of the Davidson County Register of Deeds, Sommet Center, 501 Broadway, Nashville, Davidson County, Tennessee, such Notice of Successor Trustee's Sale appearing in said paper on September 10, 2009, September 18, 2009 and September 25, 2009; and

WHEREAS, the Successor Trustee further sent a copy of the Notice of Successor Trustee's Sale to Grantor, and following the appearance of the Notice of Successor Trustee's Sale in said newspaper the default was not cured; and

WHEREAS, the Successor Trustee at the time, place and date specified in the Notice of Successor Trustee's Sale offered the Property for sale, and after opening the floor for competitive bids, sold the Property to Southeast Financial Credit Union, at the price of One Million Six Hundred Thousand and No/100 Dollars ($1,600,000.00), this being the highest, last and best bid.

NOW, THEREFORE, I, Paul Allen England, Successor Trustee as aforesaid, in consideration of the premises and the sum of One Million Six Hundred Thousand and No/100 Dollars ($1,600,000.00), to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto Southeast Financial Credit Union, its successors and assigns (the "Grantee") all of my right, title and interest in and to the following described real estate, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil, timber and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, if any, but no further or otherwise, located in Davidson County, Tennessee (collectively, the "Property"), and more particularly described as follows, to wit:

> Certain Tract or Parcels of Land in Davidson County, Tennessee described as follows:
>
> Being Lots Nos. 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 62, 63, and 64, Bellshire Terrace, Section One, Phase Two, of record in Plat Book 6250, page 179 and 180 Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description thereof.
>
> Being the same property conveyed to Bellshire Terrace, LLC, a Tennessee limited liability company, by deed from Stewart O. Heath and wife, Ashley S. Heath, of record as Instrument No. 20060406-0039914, Register's Office for Davidson County, Tennessee.

To have and to hold the Property, free of all rights which are expressly waived in the Deed of Trust, as provided in, but only to the extent provided in, said 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 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 the 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 attorneys' fees, arising out of or in connection with any of the foregoing.

Grantee hereunder accepts title to the Property and all improvements thereon subject to any and all unpaid real estate taxes, restrictive covenants, easements and setback lines; any and all redemption rights, including rights of redemption of any governmental agency, State or Federal, and any and all other prior liens or encumbrances against said real property.

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

Paul Allen England, Successor Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Shantell A. Simon, a Notary Public of the State and County aforesaid, personally appeared Paul Allen England, 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, this 7th day of October, 2009.

Notary Public

My commission expires: March 7, 2011

SHANTELL A. SIMON STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

My Commission Expires March 7, 2011

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is One Million Six Hundred Thousand and No/100 Dollars ($1,600,000.00).

Paul Allen England

Subscribed and sworn to before me this the 7th day of October, 2009.

Notary Public

My commission expires: March 7, 2011

SHANTELL A. SIMON STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

My Commission Expires March 7, 2011