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

BILL GARRETT, Davidson County
Trans:T20090069000 DEEDTRS
Recvd: 10/08/09 16:16 3 pgs
Fees:18.00 Taxes:370.00
20091008-0093986

| Address New Owner: | Send Tax Bills To: | Map/Parcel: |
|---|---|---|
| Community South Bank<br>4930 Main Street<br>Spring Hill, Tennessee 37174 | Same | 163-02-0B-180.00 |

## SUCCESSOR TRUSTEE'S DEED

This Successor Trustee's Deed is made and entered into on this the 29th day of September, 2009, by Paul Allen England, Successor Trustee ("Successor Trustee").

WHEREAS, Grand Developers, LLC, (the "Grantor") by that certain Deed of Trust, dated May 22, 2008, recorded as Instrument Number 20080527-0053425 in the Office of the Register of Deeds for Davidson County, Tennessee (the "Deed of Trust"), conveyed to A. Neil Headden, 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 Community South Bank (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 A. Neil Headden in accordance with the terms of the Deed of Trust, by that instrument recorded as Instrument Number 20090903-0082889, 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 *Nashville City Paper* that the Property would be sold on Tuesday, September 29, 2009, at 11:40 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 8, 2009, September 14, 2009 and September 21, 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 Community South Bank, at the price of One Hundred Thousand and No/100 ($100,000.00), 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 Hundred Thousand and No/100 ($100,000.00), to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto Community South Bank, 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:

> Land in Davidson County, Tennessee, being Lot No. 172, as shown on the map entitled Section 2, Berkley Hall Townhomes, as shown on the First Amendment to the Master Deed for Berkley Hall Townhomes of record in Instrument No. 20070705-0079992 amending Master Deed of record in Instrument No. 20061127-0146201 together with all rights and appurtenances thereto belonging, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.
>
> Being part of the same property conveyed to Grand Developers, LLC by deed from BDH, LLC, of record in Instrument No. 20060713-0084292, dated July 10, 2006, said Register's Office.

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, JOSH HANKINS, 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 8 day of October, 2009.

JOSH HANKINS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN. My Commission Expires JAN. 23, 2010

Notary Public

My commission expires:

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

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

Paul Allen England

Subscribed and sworn to before me this the 8 day of October, 2009.

Notary Public

My commission expires:

JOSH HANKINS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN. My Commission Expires JAN. 23, 2010