8/N

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

Address New Owner as follows:

Fifth Third Bank
Attn: Lisa Wilcoxson
MD: B9997B
999 Vanderbilt Beach Rd.
Naples, FL 34108

Send Tax Bills To:

SAME

Map and Parcel Nos.:

TRACT 1: 050-03-0-010.00
TRACT 2: 050-03-0-007.00
TRACT 3: 050-03-0-008.00
TRACT 4: 050-03-0-009.00
TRACT 5: 050-02-0-030.00
TRACT 6: 050-02-0-074.00
TRACT 7: 050-02-0-009.00
TRACT 8: 050-02-0-023.00
TRACT 9: 071-10-0-193.00
TRACT 10: 071-10-0-106.00
TRACT 11: 071-10-0-202.00
TRACT 12: 071-09-0-088.00
TRACT 13: 071-09-0-133.00
TRACT 14: 082-07-0-542.00

BILL GARRETT, Davidson County
Trans:T20090069278 DEEDTRS
Recvd: 10/09/09 15:12 7 pgs
Fees:38.00 Taxes:2234.26
20091009-0094375

SUCCESSOR TRUSTEE'S DEED

This Successor Trustee's Deed is made and entered into on this 9th day of October, 2009, by Robert C. Goodrich Jr., Successor Trustee ("**Successor Trustee**").

WHEREAS, by *Deed of Trust* ("**Deed of Trust**") dated October 17, 2001, being of record as Instrument No. 20011018-0114007, Register's Office for Davidson County, Tennessee ("**Register's Office**"), John D. Kaul, an unmarried person ("**Grantor**"), conveyed to John T. Flaugher, 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 Fifth Third Bank, an Ohio banking corporation, successor in interest by merger to Fifth Third Bank, N.A., successor in interest by merger to Franklin National 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 John T. Flaugher, Trustee, by instrument of record as Instrument No. 20090610-0054018, 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 August 5, 2009**, at the front door of the Davidson County Courthouse in Nashville, Tennessee ("**Foreclosure Notice**"), such Foreclosure Notice appearing in said paper on July 10, 2009, July 17, 2009, and July 24, 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 August 5, 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 Fifth Third Bank, N.A. in response to its bid at the price of Six Hundred Three Thousand Eight Hundred Fifty-Three and No/100 Dollars ($603,853.00), 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 $603,853.00, by these presents do transfer and convey unto Fifth Third Bank, N.A., its successors and assigns ("**Grantee**"), all of my right, title and interest in and to the following described real property:

Tract 1: Being Lot No. 77 of the Willow Creek Subdivision, Section III, as shown by a map of record in Plat Book 5200, page 631, Register's Office, to which plan reference is hereby made for a more complete and accurate legal description;

Tract 2: Being Lot No. 74 on the plan of Willow Creek Subdivision, Section III, as of record in Plat Book 5200, page 631, Register's Office, to which plan reference is hereby made for a more complete and accurate legal description;

Tract 3: Being Lot No. 75 on the plan of Willow Creek Subdivision, Section III, as of record in Plat Book 5200, page 631, Register's Office, to which plan reference is hereby made for a more complete and accurate legal description;

Tract 4: Being Lot No. 76 on the plan of Willow Creek Subdivision, Section III, as of record in Plat Book 5200, page 631, Register's Office, to which plan reference is hereby made for a more complete and accurate legal description;

Tract 5: Being Lot No. 101 on the plan of Willow Creek Subdivision, Section One, as of record in Plat Book 5200, page 629, Register's Office, to which plan reference is hereby made for a more complete and accurate legal description;

Tract 6: Being Lot No. 66 on the plan of Willow Creek Subdivision, Section III, as of record in Plat Book 5200, page 631, Register's Office, to which plan reference is hereby made for a more complete and accurate legal description;

Tract 7: Being Lot No. 9 on the plan of Willow Creek Subdivision, Section One, as of record in Plat Book 5200, page 629, Register's Office, to which plan reference is hereby made for a more complete and accurate legal description;

Tract 8: Being Lot No. 23 on the plan of Willow Creek Subdivision, Section One, as of record in Plat Book 5200, page 629, Register's Office, to which plan reference is hereby made for a more complete and accurate legal description;

Tract 9: Being Lot No. 93-B Zone Lot Division of Lots 93 and 94 on the plan of J.B. Haynie's Cumberland Heights Subdivision of record in Plat Book 6200, page 538, Register's Office, to which plan reference is hereby made for a more complete and accurate legal description;

Tract 10: Being Lot No. 95-A, Zone Lot Division of Lot 95 on the plan of J.B. Haynie's Cumberland Heights Subdivision of record in Plat Book 6200, page 739, Register's Office, to which plan reference is hereby made for a more complete and accurate legal description;

Tract 11: Being Lot No. 95-B, Zone Lot Division of Lot 95 on the plan of J.B. Haynie's Cumberland Heights Subdivision of record in Plat Book 6200, page 739, Register's Office, to which plan reference is hereby made for a more complete and accurate legal description;

Tract 12: Being Lot No. 196-A, on the plan of Zone Lot Division of Lot 196, Scruggs Subdivision of Brooklyn Heights Subdivision, of record on Plat Book 6200, page 757, Register's Office, to which plan reference is hereby made for a more complete and accurate legal description;

Tract 13: Being Lot No. 196-B, on the plan of Zone Lot Division of Lot 196, Scruggs Subdivision of Brooklyn Heights Subdivision, of record on Plat Book 6200, page 757, Register's Office, to which plan reference is hereby made for a more complete and accurate legal description; and

Tract 14: Being Lot No. 1-B, on the plat of Zone Division of Lot Nos. 1 and 2 of the Bryan's Edition to Edgefield Subdivision of record in Plat Book 6200, page 503, Register's Office, to which plan reference is hereby made for a more complete and accurate legal description;

Being all of the property conveyed to John D. Kaul by deed from Sylvia A. Kaul, a single person, of record as Instrument No. 20011018-0114006, dated October 17, 2001, said Register's Office;

together with together with all the improvements now or hereafter erected on the real 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 real property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the real property (collectively, the "**Property**").

The street addresses of the Property are believed to be:

Tract 1:	3304-3306 Brookdale Drive, Nashville, TN 37207
Tract 2:	3305-3307 Brookdale Drive, Nashville, TN 37207
Tract 3:	3309-3311 Brookdale Drive, Nashville, TN 37207
Tract 4:	3313-3315 Brookdale Drive, Nashville, TN 37207
Tract 5:	1941-1943 Westchester Drive, Nashville, TN 37207
Tract 6:	3417-3419 Meadow Court, Nashville, TN 37207
Tract 7:	3701-3703 Willow Creek Road, Nashville, TN 37207
Tract 8:	3708-3710 Willow Creek Road, Nashville, TN 37207
Tract 9:	1218-B Katie Avenue, Nashville, TN 37207
Tract 10:	1222-A Katie Avenue, Nashville, TN 37207
Tract 11:	1222-B Katie Avenue, Nashville, TN 37207
Tract 12:	1702-A Kassia Street, Nashville, TN 37207
Tract 13:	1702-B Kassia Street, Nashville, TN 37207
Tract 14:	218-A Berry Street, Nashville, TN 37207

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 improved property.

To have and to hold the Property free from the equity of redemption and all other rights of redemption, statutory or otherwise, including by not limited to T.C.A. 66-8-101, *et seq.*, as amended from time to time, homestead, dower, and all other exemptions and marital rights, 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. Any and all unpaid *ad valorem* taxes payable to the Metropolitan Government of Nashville and Davidson County (plus penalty and interest, if any) that may be a lien against the Property.
2. Unpaid property taxes, penalties, interest, costs, and other obligations to the Metropolitan Government of Nashville and Davidson County.
3. Matters shown on the Plan of record in Plat Book 5200, page 631, Register's Office (Tracts 1, 2, 3, 4, and 6).
4. Restrictive Covenants contained in instrument of record in Book 6620, page 858, Register's Office (Tracts 1, 2, 3, 4, and 6).
5. Matters shown on the Plan of record in Plat Book 5200, page 629, Register's Office (Tracts 5, 7, and 8).
6. Restrictive Covenants contained in instrument of record in Book 6217, page 956, Register's Office (Tracts 5, 7, and 8).
7. Matters shown on the Plan of record in Plat Book 6200, page 538, Register's Office (Tract 9).
8. Restrictive Covenants contained in instrument of record in Book 6200, page 538, Register's Office (Tract 9).
9. Matters shown on the Plan of record in Plat Book 6200, page 739, Register's Office (Tracts 10 and 11).
10. Restrictive Covenants contained in instrument of record in Book 6200, page 739, Register's Office (Tracts 10 and 11).
11. Matters shown on the Plan of record in Plat Book 6200, page 757, Register's Office (Tracts 12 and 13).
12. Restrictive Covenants contained in instrument of record in Book 6200, page 757, Register's Office (Tracts 12 and 13).
13. Matters shown on the Plan of record in Plat Book 6200, page 503, Register's Office (Tract 14).
14. Restrictive Covenants contained in instrument of record in Book 6200, page 503, Register's Office (Tract 14).

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 the date first above written.

Robert C. Goodrich

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 9th day of October, 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 Six Hundred Three Thousand Eight Hundred Fifty-Three and No/100 Dollars ($603,853.00).

Affiant

Subscribed and sworn to before me

this the 9th day of October, 2009.

Notary Public
My Commission Expires:

KATHLEEN PATTERSON SNOW
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires JAN. 23, 2010