BILL GARRETT, Davidson County
Trans:T20090078574 DEEDTRS
Recvd: 11/18/09 15:26 5 pgs
Fees:28.00 Taxes:925.00
20091118-0106280

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

Address New Owner as follows:	Send Tax Bills To:	Map and Parcel Nos.:
CRM Central Properties, LLC c/o Kevin C. King First Vice President Commercial Real Estate Special Assets SunTrust Banks, Inc. MC GA-ATL-0922 P.O. Box 4418 Atlanta, GA 30302	Same	033-13-0A-018.00-CO

SUCCESSOR TRUSTEE'S DEED

This Successor Trustee's Deed is made and entered into on this the 27th day of October, 2009 by Robert C. Goodrich Jr., Successor Trustee ("Successor Trustee").

WHEREAS, by *Deed of Trust* dated June 1, 2006 (the "Deed of Trust"), recorded as Instrument No. 20060607-0067646, in the Register's Office of Davidson County, Tennessee (the "Register's Office"), Southern Home Builders, LLC (the "Grantor"), conveyed to Stewart Title of Tennessee, Inc., 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 SunTrust 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 Robert C. Goodrich Jr. to serve as Successor Trustee in place of Stewart Title of Tennessee, Inc., Trustee, by instrument of record as Instrument No. 20090820-0078600, Register's Office, in accordance with the terms of the Deed of Trust; and

WHEREAS, Lender directed the Successor Trustee to sell the Property (defined below) as provided in the Deed of Trust, and the Successor Trustee caused notice to be published in *The Tennessean – Davidson AM* that the Property (defined below) would be sold at 10:15 a.m. Central time on October 23, 2009, at the front door of the Davidson County Courthouse, One Public Square, Nashville, Tennessee 37201 (the "Foreclosure Notice"), such Foreclosure Notice appearing in said paper on October 2, 2009, October 9, 2009 and October 16, 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 appeared at the time and place specified in the Foreclosure Notice, and shortly after 10:15 a.m. Central time, offered the Property (defined below) for sale, and after opening the floor for competitive bids, sold the Property (defined below) to Lender in response to its bid at the price of Two Hundred Fifty Thousand and No/100 Dollars ($250,000.00) (the "Credit Bid"), this being the highest, last and best bid.

WHEREAS, the Lender has assigned its bid to CRM Central Properties, LLC and has requested that the Property be sold to CRM Central Properties, LLC as its designee.

NOW, THEREFORE, I, Robert C. Goodrich Jr., Successor Trustee as aforesaid, in consideration of the premises and the sum of $250,000.00, by these presents do transfer and convey unto CRM Central Properties, LLC, its successors and assigns (the "Grantee"), all of my right, title and interest in and to the following described real estate, together with any and all improvements now or hereafter erected on the property, if any, 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 all of Lot No. 18, on the Final Plat, Hidden Springs, Phase One, Section Two, as shown by plat appearing of record in Instrument No. 20050209-0015118, of the Register's Office, to which plat reference is hereby made for more complete details of said lots.
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> Being part of the same property conveyed to Hidden Springs Development, LLC by Warranty Deed dated July 8, 2004 of record in Instrument No. 20040715-0084906, and being part of the same property further conveyed to Southern Home Builders, L.L.C., a Tennessee limited liability company by Warranty Deed dated June 1, 2006 of record in Instrument No. 20060607-0067645, Register's Office.
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> The Property is improved property.

To have and to hold the Property in bar of the statutory right and any equity of redemption, homestead, dower and all other rights and exemptions of every kind, 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 Davidson County, Tennessee (plus penalty and interest, if any) that may be a lien against the Property.

2. Order Confirming Arbitration Award and Entering Judgment of Nashville Fireplace Distributors, Inc. of record as Instrument No. 20090311-0021840, Register's Office.

3. Order of Precision Plumbing, Inc. of record in Instrument No. 20090422-0036344, Register's Office.

4. Judgment of record of Cumberland Materials, Inc. in Instrument No. 20090521-0047010, Register's Office.

5. Judgment of record of Union Station Brick & Materials Company recorded in Instrument No. 20090803-0072505, Register's Office.

6. Judgment of record of Summerfield Homeowners' Association, Inc. recorded in Instrument No. 20090827-0080639, Register's Office.

7. Notice of Completion of record in Instrument No. 20080325-0029391, Register's Office.

8. Restrictive Covenants of Hidden Springs Phase One Section Two of record in Instrument No. 20050601-0061804, Register's Office.

9. Declaration of Covenants, Conditions and Restrictions of Hidden Springs Homeowners Association, Inc. of record in Instrument No. 20051215-0150527, Register's Office.

10. Stormwater Detention Agreement with the Metropolitan Government of Nashville and Davidson County, of record in Instrument No. 20040728-0090336, Register's Office.

11. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage with Metropolitan Government of Nashville and Davidson County, of record in Book 7885, Page 733.

12. Easement with Madison Suburban Utility District of record in Book 4507, Page 531, Register's Office.

13. Matters shown on the Plan of record in Instrument No. 20050209-0015118, Register's Office.

14. Quitclaim Deed to The Connie R. Gill Living Trust of record in Instrument No. 20090115-00039819, Register's Office.

15. Quitclaim Deed to Southern Home Builders, LLC of record in Instrument No. 20090911-0085166, 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.

ROBERT C. GOODRICH JR.,
SUCCESSOR TRUSTEE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Denise M. Laumeyer, 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 in Nashville, Tennessee, this 27th day of October, 2009.

Notary Public
My commission expires: 3/10/2012

DENISE M. LAUMEYER
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires MAR. 10, 2012

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is Two Hundred Fifty Thousand and No/100 Dollars ($250,000.00).

Affiant

Subscribed and sworn to before me
this the 27 day of October, 2009.

Notary Public

My commission expires: 3/10/2012

DENISE M. LAUMEYER
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires MAR. 10, 2012