BILL GARRETT, Davidson County
Trans:T20090084675 DEEDTRS
Recvd: 12/16/09 10:14 4 pgs
Fees:23.00 Taxes:1189.92
20091216-0114452

This Instrument Prepared By:
BONE MCALLESTER NORTON PLLC (DMA)
511 Union Street, Suite 1600
Nashville, Tennessee 37219

Address New Owner(s):	**Send Tax Bills To:**	**Map & Parcel Nos.:**
Avenue Bank **1111 Tenth Avenue, South** **Suite 400** **Nashville, TN 37203**	**New Owners**	**163-02-0-B-062.00 CO** **163-02-0-B-063.00 CO** **163-02-0-B-065.00 CO**

TRUSTEE'S DEED

WHEREAS, default was made in the terms, conditions, and payments provided for and made in a Deed of Trust dated April 28, 2008, executed by Southern Home Builders, LLC, to Bill Titus, Trustee, of record at Instrument No. 20080502-0045034, Register's Office for Davidson County; and

WHEREAS, Avenue Bank, the owner and holder of the Indebtedness secured by said Deed of Trust replaced said Trustee by naming Jack F. Stringham II, David M. Anthony, and Gregory G. Vick, as Substitute Trustees by an instrument of record at Instrument No. 20091109-0103761, Register's Office for Davidson County, Tennessee, and authorized any one of the Substitute Trustee's to act alone or by a Designated Agent with the powers, given the Trustee in said Deed of Trust; and

WHEREAS, David M. Anthony, in his capacity as Substitute Trustee, and not Individually ("Substitute Trustee") caused to be published a Foreclosure Sale Notice in accordance with the provisions of said Deed of Trust, providing notice and advertising that said property would be sold at 11 o'clock a.m., prevailing time on Monday, December 14, 2009, at the front door of the Davidson County Register of Deeds Office located at the Sommet Center, 501 Broadway, Nashville, Davidson County, Tennessee 37203, to be knocked off and sold to the

highest, best, and last bidder for cash, pursuant to the terms and conditions of the Deed of Trust and the Foreclosure Sale Notice; and

WHEREAS, David M. Anthony, Substitute Trustee personally appeared (or appeared by Designated Agent) and offered said properties for sale at public outcry and the highest, best, and last bid received was the sum of Three Hundred Twenty-One Thousand, Six Hundred and 00/100 Dollars ($321,600.00) by Avenue Bank (hereinafter referred to as the "Grantee") and said property was knocked off and sold to the Grantee.

NOW, THEREFORE, in consideration of the premises and sum of Three Hundred Twenty-One Thousand, Six Hundred and 00/100 Dollars ($321,600.00) cash in hand paid by the Grantee, Avenue Bank, Substitute Trustee, has this day bargained and sold and, by the premises, does transfer and convey to Grantee, its heirs and assigns the title and interest that Substitute Trustee has the right to sell and convey under the Deed of Trust in a certain tract or parcel of land situated in Davidson County, Tennessee, and described as follows:

> Land in Davidson County, Tennessee, being all of Unit Nos. 103, 104 & 106, on the Plan of First Amendment, Berkeley Hall, Phase Five-Section One of Hickory Highlands P.U.D. as shown by plat appearing of record in Instrument No. 20050706-0077601, as amended by Surveyor's Certificates of Correction of record in Instrument Nos. 20050725-0086047 and 20050725-0086048 of the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for more complete details of said unit.
>
> Being part of the same property conveyed to Southern Home Builders, LLC, a Tennessee limited liability company, by deed of record in Instrument No. 20050725-0086049, Register's Office for Davidson County, Tennessee.

The street address of the property is believed to be 536, 538, and 542 Pippin Drive, Nashville, Davidson County, Tennessee 37013, but such address is not part of the Legal Description of the property. In the event of any discrepancy, the Legal Description herein shall control. The Legal Description is drawn from recorded documents or provided by third parties,

and the Substitute Trustee makes no warranty or representation regarding the accuracy of the Legal Description.

To have and to hold the said tract or parcel of land with the appurtenances, estate, title and interest thereto belonging to the Grantee, its heirs, successors, and assigns forever.

The Substitute Trustee covenants with the said Grantee that he is lawfully seized and possessed of said real property as Substitute Trustee only and, by the terms of the above-mentioned Deed of Trust, in his capacity as Substitute Trustee, has a good right to sell and convey the same liens subject to all matters shown on any applicable recorded Plat or Plan; any unpaid taxes which exist as a lien against said property; any restrictive covenants, easements, or setback lines that may be applicable; any statutory rights of redemption not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal; and any Deeds of Trust, liens, claims, and encumbrances that may take priority over the Deed of Trust. This sale is also subject to any matter that an accurate survey of the premises might disclose.

The Substitute Trustee, and not Individually, further covenants and binds himself, successors and assigns, to warrant and forever defend the title to said real estate to the Grantee, its heirs and assigns, against the lawful claims of any person claiming by or through him as Substitute Trustee, but no further or otherwise, it being the intention of the Substitute Trustee only to convey to Grantee no greater title in the subject real estate than he received as Substitute Trustee and that, as Substitute Trustee, he has the right to sell and convey.

This property is sold AS IS, WHERE IS AND WITH ALL FAULTS, without representations or warranties of any kind whatsoever, whether express or implied. Without limiting the foregoing, THE PROPERTY IS SOLD WITHOUT ANY IMPLIED

WARRANTIES OR MERCHANTABILITY, CONDITION, OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

Substitute Trustee makes no covenant of seisin, marketability of title, or warranty of title, express or implied. Substitute Trustee sells and conveys the subject real property by this Trustee's Deed as Substitute Trustee only, and not individually.

WITNESS my hand this 16th day of December, 2009.

David M. Anthony, Substitute Trustee, and not Individually

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Tonya R. Mastin, a Notary Public of this county, David M. Anthony, Substitute Trustee and not Individually, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office this 16th day of December, 2009.

NOTARY PUBLIC

TONYA R. MASTIN STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

My Commission Expires: My Commission Expires May 8, 2012

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $321,600.00.

AFFIANT

Subscribed and sworn before me on this 16th day of December, 2009.

NOTARY PUBLIC

TONYA R. MASTIN STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

My Commission Expires: My Commission Expires May 8, 2012