BILL GARRETT, Davidson County
Trans:T20090087586 DEEDTRS
Recvd: 12/30/09 13:23 8 pgs
Fees:43.00 Taxes:1850.00
20091230-0118485

This Instrument Prepared By:
Daniel W. Small, Esq.
STITES & HARBISON, PLLC
401 Commerce Street, Suite 800
Nashville, Tennessee 37219
Tel: 615-244-5200

New Owner:
Community Bank & Trust
575 South Main Street
Ashland City, TN 37015

Send Tax Bills To:
Same

Map/Parcel:
128-0-045;
128-11-050; 128-10-188

SUCCESSOR TRUSTEE'S DEED

This SUCCESSOR TRUSTEE'S DEED is made and entered into on this the 30th day of December, 2009, by Daniel W. Small, Successor Trustee ("Successor Trustee").

WHEREAS, Hodges & Son, Inc., a Tennessee business corporation ("Grantor"), by that certain Deed of Trust dated September 29, 2003, of record at Instrument Number 20031007-0147757 in the Register's Office for Davidson County, Tennessee, as corrected by that certain Correction of Deed of Trust of record at Instrument Number 20040510-0053361, said Register's Office, as modified by that certain Modification of Deed of Trust of record at Instrument Number 20051027-0129669, said Register's Office, as further modified by that certain Modification of Deed of Trust of record at Instrument Number 20070510-0056053, said Register's Office, as further modified by that certain Modification of Deed of Trust of record at Instrument Number 20070910-0108570, said Register's Office, as further modified by that certain Modification of Deed of Trust of record at Instrument Number 20080604-0056926, said Register's Office (collectively, the "Deed of Trust"), conveyed to Robert L. Perry, Jr., Trustee, certain property to secure the payment of certain indebtedness owed by Grantor, and described in the Deed of Trust (the "Indebtedness"), which the Indebtedness is presently held and owned by Community Bank & Trust ("Lender");

WHEREAS, default has occurred by Grantor's failure to comply with the terms and conditions of the Deed of Trust, and the Indebtedness has been declared due and payable as provided in the Deed of Trust, and the Indebtedness has not been paid;

WHEREAS, Lender, the owner and holder of the Indebtedness, has demanded that the property covered by the Deed of Trust be advertised and sold in satisfaction of the Indebtedness and the costs of foreclosure, in accordance with the terms of the Deed of Trust;

WHEREAS, the undersigned, Daniel W. Small, has been duly appointed as Successor Trustee in the place and stead of Robert L. Perry, Jr., Trustee, by appointment of record Instrument Number 20091113-0104616, said Register's Office;

WHEREAS, Lender directed Successor Trustee to sell the Property (as that term is defined herein) as provided in the Deed of Trust, and Successor Trustee caused notice to be published in *Davidson AM* that the Property would be sold on December 28, 2009, at 10:00 a.m., prevailing central time, on the front steps of the south entrance to the Davidson County Courthouse, 1 Public Square, Nashville, Tennessee 37201, such Notice of Foreclosure appearing in said paper on December 4, 2009; December 11, 2009; and December 18, 2009; and

WHEREAS, Successor Trustee's designated representative, on December 28, 2009, at 10:00 a.m., prevailing central time, on the front steps of the south entrance to the Davidson County Courthouse, 1 Public Square, Nashville, Tennessee 37201, offered the Property for sale, and after opening the floor for competitive bids, sold the Property to Community Bank & Trust at the price of Five Hundred Thousand and 00/100 Dollars ($500,000.00), this being the highest, last and best bid.

NOW, THEREFORE, I, Daniel W. Small, Successor Trustee as aforesaid, in consideration of the premises and the sum of Five Hundred Thousand and 00/100 Dollars ($500,000.00), to me in hand paid, the receipt of which is hereby acknowledged, by these presents do hereby transfer and convey unto Community Bank & Trust, its successors and assigns ("Grantee"), all of my right, title and interest in and to the above-described property, together with all improvements now or hereafter erected on the Property, and all easements, rights, appurtenances, rents, mineral, oil 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:

A tract of land in the Second Civil District of Metro Nashville, Davidson County, Tennessee, that lies East of SAWYER BROWN ROAD and North of MEADOW LANE DRIVE, more particularly described according to surveys by JAMES L. MURPHY, JR. & CO., dated February 07, 1969, JAMES L. MURPHY, JR. & CO., dated July 24, 1969, JAMES L. MURPHY, JR. & CO., dated May 10, 1984, RAGAN-SMITH-MURPHY & ASSOCIATES, INC., dated November 29, 1984, RAGAN-SMITH-MURPHY & ASSOCIATES, INC., dated February 21, 1985, and by various recorded plans and documents as follows:

BEGINNING at a concrete monument in the South boundary line of Ridgelake, as recorded in Book 6250, page 677, Register's Office for Davidson County, Tennessee, as the Northeast corner of Gregory T. Ava, et us, as recorded in Book 5789, page 56, Register's Office for Davidson County, Tennessee, and proceeding as follows:

1. With the South line of Ridgelake, South 87 degrees 30 minutes 00 seconds East, 2,162.33 feet to the Southeast corner of Ridgelake and continuing on 24.77 feet for a total of 2,187.10 feet to an iron pin; thence,
2. With the West line of property now or formerly owned by Davidson County, Tennessee, of record in Book 2992, page 557, Register's Office for Davidson County, Tennessee, South 12 degrees 01 minutes 00 seconds West 790.18 feet to a 3 inch diameter iron pin; thence,
3. With the North line of property how or formerly owned by JOHN HOLT of record in Book 644, page 69; Register's Office for Davidson County, Tennessee, North 60 degrees 18 minutes 40 seconds West 145.49 feet; thence,
4. North 86 degrees 45 minutes 00 seconds West 148.50 feet; thence,
5. South 82 degrees 45 minutes 00 seconds West 136.13 feet; thence,
6. South 89 degrees 45 minutes 00 seconds West 115.50 feet; thence,
7. North 58 degrees 00 minutes 00 seconds West 66.00 feet; thence,
8. North 80 degrees 45 minutes 00 seconds 153.45 feet; thence,
9. South 82 degrees 30 minutes 00 seconds West 145.20 feet; thence,
10. South 66 degrees 45 minutes 00 seconds West 112.20 feet; thence,
11. South 60 degrees 15 minutes 00 seconds West 85.00 feet to the East corner of parcel of property conveyed to HUTTON BUCHANAN, ET UX, of record in Book 126, page 341, Probate court, Davidson County, Tennessee; thence,
12. With the North line of said parcel, South 86 degrees 29 minutes 40 seconds West 125.56 feet to a concrete monument at the East corner of Clunan Heights, Section 4 of record in Book 6200, page 202, Register's Office for Davidson County, Tennessee; thence,
13. With the boundary of Clunan Heights, Section 4, North 30 degrees 55 minutes 38 seconds West 82.30 feet; thence,
14. North 80 degrees 00 minutes 15 seconds West 186.91 feet; thence,
15. South 06 degrees 20 minutes 54 seconds West 219.05 feet to the Southwest corner of Lot 26, Clunan Heights, Section 4; thence,

16. With the South line of said Lot 26, North 81 degrees 08 minutes 03 seconds East 99.58 feet to the original South line of Clunan and the North line of Holt Meadows, of record in Book 4300, page 174, Register's Office for Davidson County, Tennessee; thence,

17. With the common line, South 56 degrees 50 minutes 05 seconds West, 256.53 feet to a concrete monument; thence,

18. South 49 degrees 52 minutes 00 seconds West 256.23 feet to a concrete monument; thence,

19. South 51 degrees 27 minutes 45 seconds West 247.78 feet to a concrete monument; thence,

20. South 29 degrees 12 minutes 30 seconds East 21.24 feet to a concrete monument; thence,

21. South 47 degrees 47 minutes 50 seconds West 84.40 feet to a concrete monument; thence,

22. South 70 degrees 53 minutes 45 seconds West 52.10 feet to a concrete monument; thence,

23. South 86 degrees 51 minutes 10 seconds West 71.46 feet to a concrete monument; thence,

24. North 82 degrees 54 minutes 09 seconds West 237.07 feet to a concrete monument; thence,

25. North 64 degrees 57 minutes 59 seconds West 11.40 feet to the East corner of Reserve Parcel No. 188, recorded in Holt Meadows, of record in Book 4300, page 174, Register's Office for Davidson County, Tennessee; thence,

26. With the East line of said Reserve Parcel No. 188, South 60 degrees 13 minutes 33 seconds West 73.95 feet to a point on the Northeast right-of-way line of Meadow Lane Drive, a 50.0 foot road; thence,

27. Northwestward with said right-of-way line and on a 339.99 foot radius curve to the left, a distance of 174.72 feet to the original South line of Clunan, said curve has a chord bearing of North 44 degrees 30 minutes 59 seconds West and a chord distance of 172.80 feet; thence,

28. With Clunan's original South line and the South line of Clunan Heights, Section 2, as recorded in Book 6250, page 27, Register's Office for Davidson County, Tennessee, South 65 degrees 15 minutes 55 seconds East 57.45 feet to a concrete monument; thence,

29. With the East line of Clunan Heights, Section 2, North 39 degrees 35 minutes 23 seconds East 163.89 feet to a concrete monument; thence,

30. North 29 degrees 55 minutes 00 seconds East 191.46 feet to a concrete monument; thence,

31. North 48 degrees 34 minutes 50 seconds East 73.44 feet to a concrete monument; thence,

32. Northwestward with a 305 foot radius curve to the right a distance of 39.50 feet to a concrete monument; said curve having a chord bearing of North 37 degrees 42 minutes 35 feet West and a chord distance of 39.47 feet; thence,

33. North 34 degrees 00 minutes 00 seconds West 96.91 feet to a concrete monument; said monument being the Southwest corner of a 50 foot wide dedicated right-of-way, as recorded in Clunan Heights, Section 2, of record in Book 6250, page 27, Register's Office for Davidson County, Tennessee, and further described as follows:

    (a) Northwestward with the North line of Lot 6, Clunan Heights, Section 2, along a curve to the left 122.18 feet to a concrete monument; thence,

    (b) Continuing with the North line of said Lot 6, southwestward along a radius to the left 39.03 feet to a concrete monument, said monument being on the East right-of-way of Sawyer Brown Road and also being 479.72 feet, more or less, North of, along the East margin of Sawyer Brown Road, the Southwest corner of Clunan Heights, Section 2; thence,

    (c) Northward with the East right-of-way of Sawyer Brown Road, 99.54 feet to a concrete monument, said monument being the Southwest corner of Lot 7, Clunan Heights, Section 2; thence,

    (d) Southeastward with the South line of Lot 7 along a radius to the left, 39.03 feet to a concrete monument; thence,

    (e) Continuing with the South line of said Lot 7 along a curve to the right, 87.54 feet to a concrete monument, said monument being on the West line of the Clunan property described hereinabove and hereinafter, and said monument also being the Southwest corner of said Lot 7, Clunan Heights, Section 2; thence,

    (f) Continuing along said curve to the right, 74.35 feet to a concrete monument; thence,

    (g) South 56 degrees 00 minutes 00 seconds West, a distance of 50.00 feet to the point of beginning of the above described dedicated right-of-way, said dedicated right-of-way being intended to provide permanent access from Sawyer Brown Road to the Clunan property described herein.

34. Continuing with the description of the Clunan property boundary, North 56 degrees 00 minutes 00 seconds East 50.0 feet to a concrete monument, said monument being the Northeast corner of the dedicated right-of-way described in call No. 33 above; thence,

35. Northwestward with a 203.84 foot radius curve to the left, a distance of 74.35 feet to a concrete monument; said curve having a chord bearing of North 44 degrees 26 minutes 55 feet West and a chord distance of 73.94 feet, said monument being the Southeast corner of Lot 7, Clunan Heights, Section 2; thence,]

36. North 35 degrees 06 minutes 08 seconds 163.54 feet to a concrete monument; thence,

37. North 27 degrees 36 minutes 11 feet East 341.72 feet to a concrete monument, said monument being the Northeast corner of Clunan Heights, Section 2 and the Southeast corner of Clunan Heights, Section 1, as recorded in Book 4300, page 17, Register's Office for Davidson County, Tennessee; thence,

38. With the East line of Clunan Heights, Section 1, North 06 degrees 11 minutes 50 seconds East, a distance of 450.92 feet to the point of BEGINNING, containing approximately 49.20 acres, more or less.

INCLUDED IN THE ABOVE BUT SPECIFICALLY EXCLUDED THEREFROM is that portion thereof designated "Water Tank Site" in the Deed and Agreed Order of Possession of record as Instrument No. 20021107-0137083, Register's Office for said County.

Being part of the same property conveyed to Hodges & Son, Inc., a Tennessee corporation, by warranty deed from Paul W. Clunan II, Mildred Clunan, Mary Dee Freeman, Ann Bernadette Warpoole, Delores Adams, Michael Bremer, David Bremer, Marty Clunan, Amy Clunan, Kimberly Clunan, Christopher M. Clunan, Diane Rector, Douglas Clunan, Mark Matthews, Ginger Warpoole, Jackie Warpoole, William Clunan, John Clunan, Patrick H. Clunan, Matthew Clunan, Kevin R. Clunan, Virginia W. Clunan, Paul W. Clunan, III, Rachel Delgado, Mimi Matthews, Michael Matthews and Paul W. Clunan, II as Executor for the Estate of Charles M. Clunan recorded as Instrument Number 20000420-0039570, Register's Office for Davidson County, Tennessee.

The Property is **unimproved** property.

To have and to hold the Property, free from the equity of redemption, homestead, dower and curtsey, all of 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 this Successor Trustee's Deed, Grantee agrees to indemnify and hold 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 unwaived redemption rights, including rights of redemption of any governmental agency, State or Federal; and any and all other prior liens or encumbrances against said property.

<SIGNATURES APPEARS ON FOLLOWING PAGE>

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

Daniel W. Small, Successor Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Josh Hawkins, a Notary Public of the State and County aforesaid, personally appeared Daniel W. Small, 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 30th day of December, 2009.

Notary Public

My commission expires:

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is Five Hundred Thousand and 00/100 Dollars ($500,000.00).

Daniel W. Small

Subscribed and sworn to before me this the 30th day of December, 2009.

Notary Public

My commission expires: