THIS INSTRUMENT PREPARED BY:
WHITE & REASOR, PLC (JMB)
One American Center, Suite 1100
3100 West End Avenue
Nashville, Tennessee 37203

BILL GARRETT, Davidson County
Trans:T20100009512 DEEDTRS
Recvd: 02/17/10 13:51 5 pgs
Fees:28.00 Taxes:92.50
20100217-0012136

| Address New Owner(s) as Follows: | Send Tax Bills To: | Map-Parcel Nos.: |
|---|---|---|
| Keeneland Partners, LLC<br>421 East Iris Drive, Suite 300<br>Nashville, TN 37204 | New Owner | 150140D02500CO<br>150140D02700CO<br>150140D02900CO<br>150140D03100CO<br>150140D03700CO |

TRUSTEE'S DEED

FOR AND IN CONSIDERATION OF the sum of One and No/100 Dollar ($1.00), the receipt of which is hereby acknowledged, John M. Baird, Successor Trustee ("Grantor") acting as Successor Trustee, only, has this day bargained and sold, and does hereby transfer and convey unto Keeneland Partners, LLC ("Grantee"), Grantee's successors and assigns, without covenant or warranty, express or implied, certain real estate in Davidson County, Tennessee, described as follows:

**Land in Davidson County, Tennessee, being Lots 109, 111, 113, 115 and 121, as shown the map entitled Keeneland Downs, Phase One, RS 10 Cluster Lot Subdivision, of record as Instrument No. 20070612-0070162, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.**

**Being the same property conveyed to Greytlyn Homes, LLC, by deed of record as Instrument No. 20070802-0091941, in the Register's Office for Davidson County, Tennessee.**

This is improved property known as 4917 Secretariat Drive, Antioch, Tennessee 37013 (Lot 109) and 4925 Secretariat Drive, Antioch, Tennessee 37013 (Lot 111), 4933 Secretariat Drive, Antioch, Tennessee 37013 (Lot 113), 4941 Secretariat Drive, Antioch, Tennessee 37013 (Lot 115), and 4940 Secretariat Drive, Antioch, Tennessee 37013 (Lot 121).

This conveyance is made pursuant to the powers conferred upon Grantor by that Deed of Trust, Assignment of Rents and Security Agreement and Financing Statement ("Deed of Trust") dated as of August 1, 2007, by Greytlyn Homes, LLC to Dan M. Hyde, Trustee, appearing of record as Instrument No. 20070802-0091942, Register's Office for Davidson County, Tennessee, with

Grantor having been appointed Successor Trustee by an instrument of record as Instrument No. 20091215-0114198, said Register's Office. As set forth in that Notice of Foreclosure Sale, a copy of which is attached hereto as Exhibit "A," published pursuant to the Deed of Trust and applicable law in The Tennessean on January 22, 2010, January 29, 2010, and February 5, 2010, default was made in the terms, conditions, provisions, and payments provided for in the Deed of Trust, and the sale at foreclosure of the above-described property was scheduled for Friday, February 12, 2010, at 10:30 a.m., at the front door of the Davidson County Courthouse in Nashville, Davidson County, Tennessee. At that time, the foreclosure sale was held and concluded as provided in the foreclosure notice, with Grantee constituting the highest bidder at such sale.

IN WITNESS WHEREOF, the Grantor has executed this instrument on this the 17th day of February, 2010.

"GRANTOR"

John M. Baird, Successor Trustee

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Julia Ann Sherron, a Notary Public for the state and county aforesaid, John M. Baird, Successor Trustee, with whom I am personally acquainted, and who acknowledged he executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 17th day of February, 2010.

Notary Public

My Commission Expires:

05/02/2011

JULIA ANN SHERRON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires 05/02/2011

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration for this transfer is $25,000.00

Affiant

SUBSCRIBED and sworn to before me, this 17th day of February, 2010.

Notary Public

My Commission Expires:

05/02/2011

JULIA ANN SHERRON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

My Commission Expires 05/02/2011

**EXHIBIT "A"**

**NOTICE OF FORECLOSURE SALE**

WHEREAS, **Greytlyn Homes, LLC** ("Grantor"), by that certain Deed of Trust, Assignment of Rents and Leases, and Security Agreement and Financing Statement dated August 1, 2007, recorded as Instrument No. 20070802-0091942, in the Register's Office for Davidson County, Tennessee (the "Deed of Trust"), conveyed to Dan M. Hyde, 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 **Keeneland Partners, LLC** ("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 has demanded that the Property be advertised and sold in satisfaction of the Indebtedness and the costs of foreclosure in accordance with the terms of the Deed of Trust; and

WHEREAS, the undersigned John M. Baird has been duly appointed as Successor Trustee in the place and stead of Dan M. Hyde, Trustee.

NOW, THEREFORE, notice is hereby given that I, John M. Baird, Successor Trustee, pursuant to the power, duty and authority vested in and imposed upon me in the Deed of Trust, will on **Friday, February 12, 2010, at 10:30 a.m.**, at the front door of the Davidson County Courthouse, 1 Public Square, Nashville, Tennessee 37201, offer for sale to the highest and best bidder for cash, free from all rights and equities of redemption, homestead, dower, marital share and all other rights or exemptions of every kind, including statutory rights of redemption, all of which are expressly waived in the Deed of Trust, the real property situated in Davidson County, Tennessee, described as follows, together with any and all improvements, tenements, hereditaments and appurtenances, all easements serving or benefiting the property, and any or all fixtures and improvements now or hereafter attached to the property (collectively, the "Property"):

**Land in Davidson County, Tennessee, being Lots 109, 111, 113, 115 and 121, as shown the map entitled Keeneland Downs, Phase One, RS 10 Cluster Lot Subdivision, of record as Instrument No. 20070612-0070162, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.**

**Being the same property conveyed to Greytlyn Homes, LLC, by deed of record as Instrument No. 20070802-0091941, in the Register's Office for Davidson County, Tennessee.**

The street addresses of the Property are believed to be: 4917 Secretariat Drive, Antioch, Tennessee 37013 (Lot 109) and 4925 Secretariat Drive, Antioch, Tennessee 37013 (Lot 111), 4933 Secretariat Drive, Antioch, Tennessee 37013 (Lot 113), 4941 Secretariat Drive, Antioch, Tennessee 37013 (Lot 115), and 4940 Secretariat Drive, Antioch, Tennessee 37013 (Lot 121). In the event of any discrepancy, the legal description herein shall control.

The sale will be subject to any and all unpaid *ad valorem* taxes (plus penalty and interest, if any) that may be a lien against the Property and subject to any and all liens, defects, encumbrances, adverse claims and other matters which take priority over the Deed of Trust upon which this foreclosure sale is had and subject to 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. The sale is also subject to matters which an accurate survey of the Property might disclose.

The Property is to be sold AS IS WHERE IS, without representations or warranties of any kind whatsoever, whether express or implied. Without limiting the foregoing, THE PROPERTY IS TO BE SOLD WITHOUT ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

The Successor Trustee is authorized to sell the Property, or any part thereof, in such parcels, manner or order as Lender may direct. The right is reserved to adjourn the day of sale to another day and time certain, without further publication and in accordance with law, upon announcement of said adjournment on the day and time and place of sale set forth above and to sell to the second highest bidder in the event the highest bidder does not comply with the terms of the sale. Prior to the sale of the Property, Successor Trustee, acting on his own behalf or by and through one or more agents or representatives, may announce different or additional terms pursuant to which the sale of the Property shall be conducted.

Successor Trustee will make no covenant of seisin or warranty of title, express or implied, and will sell and convey his interest in the Property by Successor Trustee's Deed as Successor Trustee only.

**Other Parties Interested:** Metropolitan Trustee for Nashville and Davidson County, Tennessee; Mid-Cumberland Builders, LLC; The Cloister Homeowners Association, Inc.; and Kimbro Woods, Section I; Marsh Furniture Company.

This 15th day of January, 2010.

/s/ John M. Baird
John M. Baird, Successor Trustee
WHITE & REASOR PLC
One American Center, Suite 1100
3100 West End Avenue
Nashville, Tennessee 37203-1348

**INSERTION DATES:** 1/22/10; 1/29/10; 2/5/10
Newspaper for Publication: The Tennessean