BILL GARRETT, Davidson County
Trans:T20100017894 DEEDTRS
Recvd: 03/26/10 15:59 5 pgs
Fees:28.00 Taxes:1995.96
20100326-0022866

Prepared By and Returnable to:
Bone McAllester Norton PLLC (th)
511 Union Street, Suite 1600
Nashville City Center
Nashville, Tennessee 37219

Address New Owner(s):	Send Tax Bills To:	Map & Parcel Nos.:
GreenBank **Attn: Special Assets** **P.O. Box 1120** **Greenville, TN 37744-1120**	**New Owner**	**188-10-0A.005.00 thru 007.00** **188-10-0A.009.00 and** **188-10-0A.011.00 thru 020.00**

TRUSTEE'S DEED

WHEREAS, default was made in the terms, conditions, and payments provided for and made in a Deed of Trust dated May 31, 2006, executed by Wood Ridge Development, Inc., to Mary Bennie Wilson, Trustee, of record in 20060605-0065674, Register's Office for Davidson County, Tennessee and amended in Instrument No. 20070702-0078337, said Register's Office; and

WHEREAS, GreenBank, the owner and holder of the Indebtedness secured by said Deed of Trust replaced said Trustee by naming Sam J. McAllester III, C. Tucker Herndon, David M. Anthony, and Gregory G. Vick, as Substitute Trustees by an instrument of record in Instrument No. 20090916-0086556, 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, Sam J. McAllester, III, 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 on Friday, March 26, 2010 at 11:00 o'clock a.m., prevailing time, at the entrance to the office of the Davidson County Register of Deeds, Sommet Center, 501 Broadway, Nashville, Davidson County, Tennessee, 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, Sam J. McAllester, III, Substitute Trustee personally appeared (or appeared by Designated Agent) and offered said property for sale at public outcry and the highest, best, and last bid received was the sum of Five Hundred Thirty-Nine Thousand Four Hundred Forty-Seven and 40/100 Dollars ($539,447.40) by GreenBank (hereinafter referred to as the "Buyer") and said property was knocked off and sold to the Buyer.

NOW, THEREFORE, in consideration of the premises and sum of Five Hundred Thirty-Nine Thousand Four Hundred Forty-Seven 40/100 Dollars ($539,447.40) cash in hand

paid by the Buyer, Substitute Trustee has this day bargained and sold and, by the premises, does transfer and convey to Buyer, its successors 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 Lots 1-20 on the Plan of Carother's Crossing Phase 1, Section 1 lots 1-20 as of record in Instrument No. 20070614-0071367 Register's Office for Davidson County, Tennessee to which plan reference is hereby made for a more complete description thereof.

Being the same property conveyed to Wood Ridge Investments, Inc. by deed of record in Instrument No. 20060605-0065673 Register's Office for Davidson County, Tennessee.

Included in the above description but expressly excluded from this conveyance is the following:

Lots 1, 2, 3, 4, 8 and 10 of the Plan of Carothers Crossing Phase 1 as of record in Instrument No. 20070614-0071367 Register's Office for Davidson County, Tennessee to which plan reference is hereby made for a more complete description thereof.

Being part of the same property conveyed to Wood Ridge Development, Inc. by deed of record in Instrument No. 200606050065673, Register's Office of Davidson County.

The Property is believed to be Lot Nos. 5, 6, 7, 9, and 11-20 of Carothers Crossing, Phase One, Nashville, Davidson County, Tennessee, 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.

This sale is subject to the following, if applicable to said Property:

Easement and Memorandum of Agreement in Instrument No. 20070123-0009057, Register's Office for Davidson County, Tennessee.

Declaration of Charter, Easements, Covenants and Restrictions for Carothers Crossings of record in Instrument No. 20070627-0076582 R.O.D.C. and of record in Book 757, page 3339, Register's Office for Rutherford County and supplemented by the Supplemental Declaration to Declaration of Charter, Easements, Covenants and Restrictions for Carothers Crossings of record in Instrument No. 20070821-0099817 and 20070821-0099818 and further amended in the First Amendment to Declaration of Charter, Easements, Covenants and Restrictions for Carothers Crossings of record in Instrument No. 20080515-0049892, Register's Office for Davidson County, Tennessee.

Master Deed Restrictions for Carothers Crossing of record in Instrument No. 20070627-0076581 and amended in the First Amendment to Declaration of Charter, Easements, Covenants and Restrictions for Carothers Crossings of record in Instrument No. 20080515-0049892, Register's Office for Davidson County, Tennessee and further amended by the First Amendment to Master Deed Restrictions of record in Instrument No. 20080515-0049893, Register's Office for Davidson County, Tennessee.

Charter of Incorporation of Carothers Crossing Neighborhood Association, Inc. of record in Instrument No, 20070307-0027908, Register's Office for Davidson County.

Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage, Water Mains, Pumps and Appurtenances of record at Instrument No. 20070703-0079178 and 20071026-0126493 Register's Office for Davidson County, Tennessee.

Storm Water Detention Agreement in Instrument Nos. 20060407-0040185; 20060526-0062228; and 20070702-0078659, Register's Office for Davidson County, Tennessee.

Inspection and Maintenance Agreement for Private Stormwater Management Facilities of record in Instrument No. 20070711-0082648 and 20070810-0095900, Register's Office for Davidson County.

Access, Drainage, Utilities and Pedestrian Easement of record in Instrument No. 20070119-0007972 Register's Office for Davidson County, Tennessee.

Declaration of Right-of-Way Easement for a Public Roadway With No Restrictions of record in Instrument No. 20070511-0056717 and 20070511-0056718 Register's Office for Davidson County, Tennessee.

Plat of record in Instrument No. 20070614-0071367 Register's Office for Davidson County, Tennessee.

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

The Substitute Trustee covenants with the said Buyer 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 subject to any unpaid taxes and assessments (plus penalties, interest, and costs) which exist as a lien against said Property; any rights of redemption, equity, statutory or otherwise, not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal; and any and all prior deeds of trust, liens, dues, assessments, encumbrances, defects, adverse claims and other matters that take priority over the Deed of Trust. This sale is also subject to any matter that inspection and/or an accurate survey of the premises might disclose.

The Substitute Trustee, and not Individually, further covenants and binds himself/his successors and assigns, to warrant and forever defend the title to said real estate to the Buyer, its successors 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 to convey to Buyer 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, AND WITHOUT ANY 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 26th day of March, 2010.

Sam J. McAllester, III
Substitute Trustee, and not Individually

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, C. Tucker Herndon, a Notary Public of this county, Sam J. McAllester, III, 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 26th day of March, 2010.

NOTARY PUBLIC

My Commission Expires: 11/7/2012

C. TUCKER HERNDON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires November 7, 2012

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $539,447.40.

AFFIANT

Subscribed and sworn before me on this 26th day of March, 2010.

NOTARY PUBLIC

My Commission Expires: 11/7/2012

C. TUCKER HERNDON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires November 7, 2012