This instrument prepared by:
Paul Allen England
Stites & Harbison, PLLC
401 Commerce Street
Suite 800
Nashville, Tennessee 37219

BILL GARRETT, Davidson County
Trans:T20100023332 DEEDTRS
Recvd: 04/20/10 11:17 4 pgs
Fees:23.00 Taxes:1882.85
20100420-0029714

PICK-UP

Address New Owner:	Send Tax Bills To:	Map/Parcel:
Community South Bank 4930 Main Street Spring Hill, Tennessee 37174	Same	172-15-0C-001.00-CO; 172-15-0C-002.00-CO; 172-15-0C-003.00-CO; 172-15-0C-004.00-CO; 172-15-0C-005.00-CO; 172-15-0C-006.00-CO; 172-15-0C-007.00-CO; 172-15-0C-008.00-CO; 172-15-0C-009.00-CO; 172-15-0C-010.00-CO; 172-15-0C-011.00-CO; 172-15-0C-012.00-CO; 172-15-0C-013.00-OC; 172-15-0C-014.00-CO; 172-15-0C-015.00-CO; 172-15-0C-900.00-CO

SUCCESSOR TRUSTEE'S DEED

This Successor Trustee's Deed is made and entered into on this the 15th day of April, 2010, by Paul Allen England, Successor Trustee ("Successor Trustee").

WHEREAS, Mark Sarmadi and Dean Balding Baxter (collectively, the "Grantor") by that certain Deed of Trust, dated September 15, 2004, recorded as Instrument Number 20040917-0112036 in the Office of the Register of Deeds for Davidson County, Tennessee and modified by that certain Modification of Deed of Trust dated April 20, 2005, recorded as Instrument Number 20050425-0045846 (the "Deed of Trust"), conveyed to A. Neil Headden, 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 Community South 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 Paul Allen England to serve as Successor Trustee in place of A. Neil Headden in accordance with the terms of the Deed of Trust, by that instrument recorded as Instrument Number 20100318-0020372, said Register's Office; and

WHEREAS, Lender directed the Successor Trustee to sell the Property as provided in the Deed of Trust, and the Successor Trustee caused notice to be published in the *Tennessean* that the Property would be sold on Thursday, April 15, 2010, at 10:00 a.m. prevailing Central Time, outside the main entrance to the building of the Davidson County Register of Deeds, Sommet Center, 501 Broadway, Nashville, Davidson County, Tennessee, such Notice of Successor Trustee's Sale appearing in said paper on March 26, 2010, April 2, 2010 and April 9, 2010; and

WHEREAS, the Successor Trustee further sent a copy of the Notice of Successor Trustee's Sale to Grantor, and following the appearance of the Notice of Successor Trustee's Sale in said newspaper the default was not cured; and

WHEREAS, the Successor Trustee at the time, place and date specified in the Notice of Successor Trustee's Sale offered the Property for sale, and after opening the floor for competitive bids, sold the Property to Community South Bank, at the price of Five Hundred Eight Thousand, Eight Hundred Seventy-Nine and 32/100 ($508,879.32), this being the highest, last and best bid.

NOW, THEREFORE, I, Paul Allen England, Successor Trustee as aforesaid, in consideration of the premises and the sum of Five Hundred Eight Thousand, Eight Hundred Seventy-Nine and 32/100 ($508,879.32), to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto Community South Bank, its successors and assigns (the "Grantee") all of my right, title and interest in and to the following described real estate, together with all the improvements now or hereafter erected on the property, 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:

> Beginning at the Northeast corner of Lot 12 of Mt. Pisgah Heights Subdivision as recorded in Book 5210, Page 302, Register's Office for Davidson County, Tennessee; Said Point Being in the southerly right of way of Mt. Pisgah Road; thence with right of way of said S 85 deg 10' 31" E 231.4 feet to a point; thence continuing with said right of way of Mt. Pisgah Road with a curve to the left, having a radius of 385 feet, a distance of 163.28 feet to the true point of beginning; thence leaving right of way south 19 deg 35' 57" East 8.32 feet to a point, thence north 85 deg 06' 02" East 141.11 feet to a point; thence north 76 deg 16' 48" East 72.66 feet to a point; thence north 75 deg 02' 11" east 319.51 feet to a point; thence north 73 deg 47' 40" East 59.61 feet to a point; thence north 81 deg 42' 45" east 69.51 feet to a point; thence south 02 deg 17' 39" west 415.00 feet to a point; thence north 88 deg 10' 39" west 648.25 feet to a point; thence north 08 deg 00' 13" west 228.88 feet to a point; thence with AA curve to the right (Having a central angle of 82 deg 59' 27") 36.21 feet to a point; thence with

a curve to the left (Having a central angle of 04 deg 35' 27") 30.85 feet to the point of beginning, containing 218,070,914 square feet or 5.006 acres.

Being the same property conveyed to Mark Sarmadi and Dean Balding Baxter by deed from Mary H. Rucker of record as Instrument No. 20040917-0112035, Register's Office for Davidson County, Tennessee.

To have and to hold the Property, free of all rights 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 the 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 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 redemption rights, including rights of redemption of any governmental agency, State or Federal, and any and all other prior liens or encumbrances against said real property.

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

Paul Allen England, Successor Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, JOSH HANKINS, a Notary Public of the State and County aforesaid, personally appeared Paul Allen England, 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, this 19 day of April, 2010.

JOSH HANKINS STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF DAVIDSON

Notary Public

My commission expires: January 6, 2014

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is Five Hundred Eight Thousand, Eight Hundred Seventy-Nine and 32/100 ($508,879.32).

Paul Allen England

Subscribed and sworn to before me this the 19 day of April, 2010.

JOSH HANKINS STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF DAVIDSON

Notary Public

My commission expires: January 6, 2014