BILL GARRETT, Davidson County
Trans:T20100025288 DEEDTRS
Recvd: 04/28/10 11:36 4 pgs
Fees:23.00 Taxes:684.50
20100428-0032234

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 No.:
John and Mildred Hicks 705 River Landing Way Old Hickory, TN 37138	Wells Fargo Bank P. O. Box 11701 Newark, NJ 07101	043-04-0-A-013.00CO

TRUSTEE'S DEED

WHEREAS, default was made in the terms, conditions, and payments provided for and made in a Deed of Trust dated August 15, 2006, executed by T.F. Homes, LLC, to James M. McGrew, Jr. and Judith L. Hanson, Trustees, of record in Instrument No. 200608180102003, Register's Office for Davidson County; and

WHEREAS, First Tennessee Bank National Association, 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. 20090812-0075901, 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, C. Tucker Herndon, 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 10:00 a.m., prevailing time on Friday, April 2, 2010, at the entrance to the office of the Davidson County Register of Deeds, Bridgestone Arena, formerly the 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, upon the request of First Tennessee Bank National Association and upon announcement by the Substitute Trustee on Friday, April 2, 2010, the foreclosure sale was continued rescheduled until Monday, April 5, 2010 at the aforesaid time and place; and

WHEREAS, C. Tucker Herndon, 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 One Hundred Eighty-Five Thousand and 00/100 Dollars ($185,000.00) by John Hicks and wife, Mildred Hicks (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 One Hundred Eighty-Five Thousand and 00/100 Dollars ($185,000.00)cash in hand paid by the Buyer, John Hicks and wife, Mildred Hicks, Substitute Trustee, has this day bargained and sold and, by the premises, does transfer and convey to Buyer, their heirs and representatives 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 Lot 13, RIVER LANDING, SECTION 1, PHASE 1, FORMERLY KNOWN AS WINDSTAR ESTATES, SECTION 1, PHASE 1, as shown on plat of record in Instrument No. 20060918-0115492, in the Register's Office, Davidson County, Tennessee, to which plat reference is hereby made for a more particular description of said property.
>
> Being part of the same property conveyed to T.F. Homes, LLC by deed of record in Instrument No. 200608180102002, Register's Office for Davidson County, Tennessee.

This is improved property known as 705 River Landing Way, Old Hickory, 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.

To have and to hold the said tract or parcel of land with the appurtenances, estate, title and interest thereto belonging to the Buyer, their heirs and representatives 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 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 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, their heirs and representatives, 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 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.

A Notice of State Tax Lien has been filed by the Tennessee Department of Revenue, against T.F. Homes, LLC, of record at Instrument No. 200905180045196, Register's Office for Davidson County, Tennessee. Timely notice has been given by the Substitute Trustee to the Tennessee Department of Revenue by certified mail, a copy of which is attached hereto, as required by T.C.A § 35-5-104. A copy of the response from the Tennessee Department of Revenue is attached hereto as required by T.C.A § 35-5-104. The sale of this property will be subject to the right of the Tennessee Department of Revenue to redeem said property pursuant to T.C.A § 35-5-104, 26 U.S.C. §7425(d)(1) and T.C.A § 67-1-1433(c)(1).

WITNESS my hand this 5th day of April, 2010.

C. Tucker Herndon
Substitute Trustee, and not Individually

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Tracy Stoughton, a Notary Public of this county, C. Tucker Herndon, 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 5th day of April, 2010.

NOTARY PUBLIC

TRACY LYNN STOUGHTON STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires: My Commission Expires MAY 6, 2013

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $185,000.00.

C. Tucker Herndon
AFFIANT

Subscribed and sworn before me on this 5th day of April, 2010.

NOTARY PUBLIC

TRACY LYNN STOUGHTON STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires: My Commission Expires MAY 6, 2013

Return to
Rudy Title & Escrow
2012 21st Ave. South
Nashville, TN 37212

G-VRE-10-0705