This instrument prepared by:
Lawless & Associates, P.C.
Suite 403, The Customs House
701 Broadway
Nashville, TN 37203

BILL GARRETT, Davidson County
Trans:T20100029427 DEEDTRS
Recvd: 05/17/10 11:26 4 pgs
Fees:23.00 Taxes:1998.00
20100517-0037716

ADDRESS NEW OWNER:	MAP AND PARCEL NO.:	SEND TAX BILL:
Avenue Bank. 111 Tenth Avenue So. Suite 400 Nashville, TN 37203	164-08-OC-049.00-CO thru 161-28-OC-053.00-CO 164-08-OC-055.00-CO thru 164-08-OC-066.00-CO 164-08-OC-070.00-CO thru 164-08-OC-071.00-CO 164-08-OC-075.00-CO thru 164-08-OC-082.00-CO 164-08-OC-084.00-CO thru 164-08-OC-086.00-CO	New Owner

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, T.F. Homes, LLC by Deed of Trust dated July 31, 2007, transferred to William Titus, Trustee certain property described in said Deed of Trust (hereinafter the "Property"), said Deed of Trust being filed for record at Instrument No. 20070802-0091821, Register's Office for Davidson County, Tennessee (hereinafter referred to as "Deed of Trust"); and

WHEREAS, a Substitute Trustee has been appointed by the lawful owner and holder of the indebtedness secured by the Deed of Trust, said appointment being filed for record at Instrument No. 20090930-0090708, Register's Office for Davidson County, Tennessee; and

WHEREAS, the indebtedness secured by the Deed of Trust has become overdue and unpaid and the lawful owner and holder of the debt has called upon the Substitute Trustee to foreclose the Deed of Trust; and

WHEREAS, the Substitute Trustee, after due advertisement on April 12, 19 & 26, 2010, as required by law and as required be the terms of the Deed of Trust, initially offered the Property for sale to the highest bidder for cash, at public outcry at 10:45 a.m. on May 6, 2010 at the Bridgestone Arena, 501 Broadway, Nashville, Tennessee when and where **Avenue Bank** (hereinafter the "Grantee") became the last and highest bidder for cash at a price of Five Hundred Forty Thousand and no/100 Dollars ($540,000.00).

NOW, THEREFORE, in his capacity as Substitute Trustee, and not otherwise, and in consideration of the premises and payment of the sum state above, the receipt and sufficiency of which are acknowledged, **Thomas W. Lawless, as Substitute Trustee** (and not otherwise) does hereby convey the Property to the Grantee and the Grantee's heirs, successors and assigns.

TO HAVE AND TO HOLD said Property in as full and complete manner as the undersigned, in his capacity as Substitute Trustee, and not otherwise, has the power to convey the same.

Thomas W. Lawless, as Substitute Trustee, and not otherwise, warrants the title to the Property to the Grantee and Grantee's heirs, successors and assigns, against the lawful claims of all persons claiming by, through or under him, but no further to or to any greater extent. **The 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 TO BE SOLD WITHOUT ANY IMPLIED WARRANTIES OF MECHANTABILITY, CONDITION OR FITNESS FOR A PARTICULAR USE OR PURPOSE. The Substitute Trustee will make no covenant of seisin, marketability of title or warranty of title, express or implied.**

THIS conveyance is subject to all matters shown on any applicable recorded Plat or Plan; any unpaid taxes and assessments (plus penalties, interest and costs) which exists as a lien against the said Property; any restrictive covenants, easements or setback lines that may be applicable; 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 of federal; and any and all prior deeds of trusts, liens, dues, assessments, encumbrances, defects, adverse claims and other matters that may take priority over the Deed of Trust upon which this foreclosure sale is conducted or are not extinguished by this Foreclosure Sale. This sale is also subject to any matter that an inspection and accurate survey of the property might disclose.

Whenever used, the singular shall mean the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS my hand on this 10th day of May, 2010.

Thomas W. Lawless, as Substitute Trustee, and not otherwise

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned Notary Public, in and for the said county and state, the within named Thomas W. Lawless, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath acknowledged that he is the appointed Substitute Trustee under the Deed of Trust and as such Substitute Trustee is authorized to execute this instrument and further acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 10th day of May, 2010.

Notary Public

My Commission Expires: _____

STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires NOV. 4, 2013

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $540,000.00.

AFFIANT

Sworn and subscribed before me
this 10th day of May, 2010.

NOTARY

My commission expires: 11/7/2012

STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires NOV. 7, 2012

EXHIBIT "A"

Tract 1

Land in Davidson County, Tennessee, being Lot(s) Nos. 29, 30, 31, 32, 33, 34, 35, 36, 38, 39, 40, 66, 67, 69, 70, 71, 72, 73, 98, 99, 103, 104, 105, 106, 107, 108, 109, 110, 111 and 112, as shown on the map entitled the Final Plat of Hamilton Chase, Section Two, of record in Instrument No. 20060807-0096577, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being part of the same property conveyed to T. F. HOMES, LLC, by deed from GLOBAL DEVELOPMENT, INC., of record in Instrument No. 20040416-0043249 and corrected in Instrument No. 20051031-0131368, dated April 15, 2004, said Register's Office.

The address of the property is, upon best information and knowledge, believed to be Lots in Hamilton Chase Section II, Antioch, TN

STATE OF TENNESSEE
DEPARTMENT OF REVENUE
REVENUE ENFORCEMENT DIVISION
ANDREW JACKSON STATE OFFICE BUILDING
NASHVILLE, TENNESSEE 37242

April 8, 2010

Thomas W. Lawless
Lawless & Associates PC
Ste. 403, The Customs House
701 Broadway
Nashville, Tn 37203

Re: Foreclosure Sale of Property Owned by: **T.F. Homes LLC**
Entity Number: **001 621828091**
30 Lots Hamilton Chase, Section Two

This is in reference to your letter dated April 6, 2010 concerning a foreclosure sale of property owned by the above-captioned taxpayer(s).

Your letter **does** comply with the provisions of T.C.A. § 67-1-1401 et. seq., but if the sale produces more than the amount needed to satisfy the cost of the sale, the indebtedness indicated in your letter, and any other superior liens, the amount of surplus proceeds up to the amount of taxes, penalties and interest due the Department of Revenue must be remitted to the State of Tennessee. Excess proceeds, if any, should be sent to the attention of the Special Procedures Unit at P.O. box 190665 Nashville, TN 37219-0665. The amount of taxes, penalties and interest that is due as of **May 6, 2010** is **$ 92,964.94**. *(Please be advised that if the scheduled sale is cancelled or postponed for any reason, notice must be submitted in writing if the sale is to be continued).*

After the sale, (and within 15 days), please furnish me with **an accounting of the sale** (form enclosed), and I will release the State's tax lien on the property sold. If the sale is canceled, please advise this office with a brief explanation. I trust that this has answered your letter, but if not, please let me know.

Tessa Stromatt, Accounting Technician 1
Special Procedures Section
Revenue Enforcement Division
Tennessee Department of Revenue

SP/bt
c: *file*