BILL GARRETT, Davidson County
Trans:T20100031051 DEEDTRS
Recvd: 05/24/10 12:27 12 pgs
Fees:63.00 Taxes:16435.26
20100524-0039832

This instrument prepared by:
James C. Cotey, Esq.
STITES & HARBISON PLLC
401 Commerce Street, Suite 800
Nashville, Tennessee 37219

Address New Owner(s) as Follows:	Send Tax Bills To:	Map and Parcel No.:
Pinnacle National Bank 2019 Richard Jones Road Nashville, Tennessee 37215-2801 Attention: Allen Dixon	Same	See Attached Exhibit A

Successor Trustee's Deed

This Successor Trustee's Deed is made and entered into on this the 20th day of May, 2010 by James C. Cotey, Successor Trustee ("Successor Trustee").

WHEREAS, by Deed of Trust dated September 29, 2006, of record as Instrument Number 20061006-0124332 in the office of the Register of Deeds for Davidson County, Tennessee (the "Deed of Trust"), Ridgeview Heights, LLC (the "Grantor") conveyed to Hugh M. Queener, Trustee, the hereinafter described Property to secure payment to Pinnacle National Bank (the "Lender") of certain Indebtedness described in the Deed of Trust (the "Indebtedness"); 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

WHEREAS, the Lender appointed James C. Cotey to serve as Successor Trustee in place of Hugh M. Queener in accordance with the terms of the Deed of Trust by an instrument of record as Instrument Number 20091125-0108629 in the office of the Register of Deeds for Davidson County, Tennessee; and

WHEREAS, the 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 City Paper* that the Property would be sold at 10:30 o'clock a.m. C.S.T. on May 20, 2010, at the front door of the Davidson County Courthouse, in Nashville, Tennessee (the "Foreclosure Notice"), such Foreclosure Notice appearing in said paper on April 26, 2010, May 3, 2010 and May 10, 2010; and

WHEREAS, the Successor Trustee at the time, place and date specified by the Foreclosure Notice Instrument No. 20061006-0124332, offered the Property for sale, and after opening the floor for competitive bids, sold the Property to Lender at the price of FOUR MILLION, FOUR HUNDRED FORTY-ONE THOUSAND, NINE HUNDRED SIXTY-THREE AND NO/100 DOLLARS ($4,441,963.00), this being the highest, last and best bid.

NOW, THEREFORE, I, James C. Cotey, Successor Trustee as aforesaid, in consideration of the premises and the sum of $4,441,963.00, to me in hand paid, the receipt of which is hereby acknowledged, by these presents to transfer and convey unto Pinnacle National Bank, a national banking corporation, its successors and assigns (the "Grantee") all of my right, title and interest in and to the following described Property, together with (a) any and all buildings and improvements now or hereafter erected on the property, including, without limitation, fixtures, tenements, attachments, appliances, equipment, building systems, machinery, and other articles now or hereafter attached to such buildings and improvements; (b) all rents, issues, profits, revenue, royalties, income, proceeds, earnings and other benefits, including, without limitation, prepaid rents derived from any lease, sublease, license, franchise, occupancy or other agreement now existing or hereafter created affecting all or any portion of the property; (c) all estate, right, title and interest of Grantor in, to and under any leases involving the property; all easements, tenements, hereditaments, appurtenances, rights-of-way and rights now owned or hereafter acquired and used or useful in connection with the property or as a means of access thereto, including, without limitation, all rights to the use of common drive entries, all oil, gas and other hydrocarbons, all other minerals and all water and water rights and shares of stock evidencing same; all right, title and interest of Grantor in and to any land lying within the right-of-way of any street, open or proposed, adjoining the property and any and all sidewalks, vaults, alleys, strips and gores of land adjacent to or used in connection with the property; (d) all proceeds from and rights to any insurance policies now in effect with respect to the property, including, without limitation, casualty insurance, rental loss or business interruption insurance and flood and earthquake insurance; (e) all estate, interest, right, title, other claim or demand, both at law and in equity which Grantor now has or may hereafter acquire in any and all awards made for any condemnation event of the property or any portion thereof or interest therein, including, without limitation, any awards resulting from a change of grade of streets and awards for severance damages; (f) all refunds, rebates, reimbursements, reserves, deferred payments, deposits, cost savings, subsidy payments, credits, waivers and payments, whether in cash or in kind, due from or payable by any federal, state, municipal or other governmental or quasi-governmental agency, authority or district relating to any or all of the property; (g) all refunds, rebates, reimbursements, credits and payments of any kind due from or payable by any governmental agency for any taxes, special taxes, assessments, or similar governmental or quasi-governmental charges or levies imposed upon Grantor with respect to the property or upon any or all of the property itself; (h) all rights, title, interests, estates or other claims, both in law and in equity, which Grantor now has or may hereafter acquire in the property or any portion thereof, including, without limitation, any greater estate in the property or any portion thereof, and free from any and all laws now existing or that may hereafter be enacted providing for any appraisement before the sale of any portion of the Property, any and all rights of redemption, valuation, appraisement, stay of execution, notice of election to mature or declare due the whole Indebtedness, any and all rights and remedies which Grantor may have or be able to assert by reason of the laws of the State of Tennessee pertaining to the rights and remedies of sureties, the right to assert any statute of limitations as a bar to the enforcement of the lien of the Deed of Trust or to any action to enforce any other document, instrument or note, any and all rights, legal or equitable, requiring marshaling of assets or requiring foreclosure sales in a particular order, all of which are expressly waived in the Deed of Trust, but no further or otherwise, located in Davidson County, Tennessee, and more particularly described as follows, to wit:

A tract of land in the 33rd Councilmanic District of Metropolitan Nashville and Davidson County, Tennessee, and being more fully described as follows:

Beginning at a 5/8" iron rod found in the South right of way line of Bell Road, said iron rod being the Northeast corner of the BELL FORGE COMMERCIAL PARK plat, Section Three, of record in Plat Book 6250, page 322.

Thence, with the said right of way line of Bell Road as follows: along an arc 175.92 feet to the left, having a radius of 1712.14 feet, the chord of which is North 42 Degrees 14 Minutes 00 Seconds East for a distance of 175.84 feet to a 5/8" iron rod found;

Thence, North 39 Degrees 22 Minutes 14 Seconds East a distance of 226.21 feet to a 5/8" iron rod found;

Thence, leaving said right of way line with the WILLIAM R. HARDING property, of record in Deed Book 3223, page 638, as follows:

South 82 Degrees 42 Minutes 58 Seconds East a distance of 370.05 feet to a 5/8" iron rod found;

Thence, North 38 Degrees 56 Minutes 13 Seconds East a distance of 215.03 feet to a 5/8" iron rod found;

Thence, with the NORMAN W HARDING property, of record in Inst. No. 20040611-69621, as follows:

North 39 Degrees 07 Minutes 39 Seconds East a distance of 220.25 feet to a 5/8" iron rod found;

Thence, North 87 Degrees 18 Minutes 21 Seconds West a distance of 10.00 feet;

Thence, with the DANNY J. REED property, of record in Deed Book 4262, page 90 North 39 Degrees 22 Minutes 09 Seconds East a distance of 223.75 feet;

Thence, with THE CLUB AT HICKORY HOLLOW plat, of record in Plat Book 6250, page 838 South 82 Degrees 03 Minutes 21 Seconds East a distance of 1545.15 feet to a 4x4 concrete monument found, with lead disk;

Thence, with the PAUL ANTHONY HOOVER property, of record in Inst. No. 199912090301423, as follows:

South 08 Degrees 04 Minutes 34 Seconds West a distance of 349.27 feet to a 5/8" iron rod found;

Thence, South 74 Degrees 44 Minutes 59 Seconds East a distance of 331.33 feet to a 5/8" iron rod found;

Thence, South 08 Degrees 47 Minutes 59 Seconds West a distance of 784.39 feet to a 5/8" iron rod found;

Thence, with MUR-CI HOMES SUBDIVISION plat, of record in Plat Book 7900, page 447 as follows:

North 88 Degrees 26 Minutes 32 Seconds West a distance of 432.58 feet to 5/8" iron rod found;

Thence, South 01 Degrees 28 Minutes 45 Seconds West a distance of 240.43 feet to a ½ iron rod found at the end of Baby Ruth Lane;

Thence, with the said right of way line of Baby Ruth Lane, and the ROBERT T. COCHRAN, JR property, of record in Deed Book 7376, page 414 North 89 Degrees 11 Minutes 45 Seconds West a distance of 78.55 feet;

Thence, with BABY RUTH LANE ESTATES plat, Section Two, of record in Plat Book 11190, page 102, as follows:

South 62 Degrees 29 Minutes 28 Seconds West a distance of 219.99 feet to a 3/8" iron rod found;

Thence, South 62 Degrees 24 Minutes 48 Seconds West a distance of 108.15 feet;

Thence, South 61 Degrees 14 Minutes 49 Seconds West a distance of 474.74 feet to a 5/8" iron rod found;

Thence, with said BABY RUTH LANE ESTATE plat, and with BABY RUTH LANE ESTATE plat, Section One, of record in Plat Book 9700, page 611 South 9 Degrees 38 Minutes 55 Seconds West a distance of 622.52 feet to a 5/8" iron rod found;

Thence, with the JACK NIXON property, of record in Deed Book 9426, page 394 and that part of BELL FORGE VILLAGE III, as shown on Tax Map 163 North 67 Degrees 06 Minutes 13 Seconds West a distance of 261.64 feet to a 1" iron rod found;

Thence, with said BELL FORGE VILLAGE III and BELL FORGE VILLAGE III plat, Section Five, of record in Plat Book 6900, page 632 North 50 Degrees 57 Minutes 56 Seconds West a distance of 472.09 feet to a ¾" iron rod found in the east right of way line of Bell Forge Parkway;

Thence, with said right of way line and BELL FORGE VILLAGE III plat, Section Five North 50 Degrees 51 Minutes 55 Seconds West a distance of 214.02 feet to a ½" iron rod found;

Thence, with the F. E. DAVENPORT property, of record in Deed Book 10182, page 129 North 25 Degrees 00 Minutes 13 Seconds West a distance of 686.39 feet to a 4x4 concrete monument found, with lead disk;

Thence, with said BELL FORGE COMMERCIAL PARK plat, North 24 Degrees 15 Minutes 59 Seconds West a distance of 786.44 feet and the POINT OF BEGINNING.

The above described parcel contains 100.65 acres (4,384,128 sq. ft.).

The foregoing legal description was derived from an ALTA Land Title Survey (File No. 4212alt.dgn; Project No. 24212.00) prepared and certified on September 19, 2005 by Kenneth A. Bau (Registration Number 2019) of Gresham, Smith & Partners, 1400 Nashville City Center, 511 Union Street, Nashville, Tennessee 37219.

BEING THE SAME property conveyed to Grantor by deed from the Robert T. Cochran Residuary Trust of record as Instrument No. 20050519-0056816, Register's Office for Davidson County, Tennessee.

The Real Property is unimproved property.

The street addresses of the Property are believed to be all of the following: Bell Road, Antioch, TN 37013; 1415, 1417,1419, 1421, 1423, 1425, 1427, 1429, 1431, 1433, 1435, 1434,1432, 1430, 1428, 1426, 1420, 1418, 1416, 1414, 1412, 1410, 1437, 1401 Eagle View Blvd., Antioch, TN 37013; 1814, 1816, 1818, 1820, 1822, 1824, 1826, 1828, 1830, 1832, 1838, 1846, 1850, 1858, 1865, 1868, 1870, 1872, 1874, 1876, 1900, 1902, 1904, 1906, 1908, 1910, 1912, 1914, 1916, 1918, 1938, 1940, 1942, 1944, 1946, 1948, 1960, 1964, 1972, 1980, 2000, 2240, 1961, 1959, 1957, 1953, 1949, 1947, 1945, 1943, 1941, 1939, 1937, 1935, 1933, 1931, 1929, 1927, 1925, 1923, 1921, 1857, 1835, 1825, 1819, 1821, 1847, 1851, 1831, 1827, 1823, 1817, 1855 Wild Oaks Ct., Antioch, TN 37013; 2218, 2222, 2224, 2226, 2228, 2230, 2232, 2234, 2236, 2238, 2245, 2243, 2241, 2239, 2237, 2231, 2229, 2227, 2225, 2219, 2217, 2215, 2213, 2211, 2209, 2207, 2205, 2203, 2201, 2233 Dale View Dr., Antioch, TN 37013; however, such addresses are not part of the legal description of the Property. In the event of any discrepancy, the legal description herein shall control.

To have and to hold the Property, free from the equity of redemption and all other rights of redemption, statutory or otherwise (including, without limitation, those rights of redemption contained in Tennessee Code Annotated Section 66-8-101 et seq.), homestead, dower, elective share, rights of appraisement or valuation, and all other rights and exemptions of every kind, all of which are 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 hereon in an AS IS WHERE IS condition, and without representation or warranty from Successor Trustee as to any matter whatsoever. 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 REAL PROPERTY OF HAZARDOUS SUBSTANCES AS DEFINED BY THE 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 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 and/or Fremont Investment & Loan harmless from any and all costs, expenses, and liability, including without limitation attorney's fees, arising out of or in connection with any of the foregoing.

Said sale is subject to easements, restrictions, liens, taxes, etc. including, but not limited to, the items set forth below, BUT ONLY TO THE EXTENT ANY OF SUCH MATTERS TAKE PRIORITY OVER THE DEED OF TRUST (the "Encumbrances"). To the extent such matters do take priority over the Deed of Trust under applicable law, the sale is subject to them, and to the extend such matters do not, the Property does not remain subject to them:

1. Any and all unpaid *ad valorem* taxes payable to Metropolitan Government of Nashville and Davidson County, Tennessee (plus penalty and interest, if any) that may be a lien against the Property.

2. Deed of Trust to Lender dated September 29, 2006 and recorded as Instrument No. 20061006-0124333, Register's Office.

3. Plan of record as Instrument No. 20080312-0025065, Register's Office.

4. Furnisher's and Materialmen's Lien and Lien Notice by Reed Construction, LLC, of record as Instrument No. 20060816-0100653, Register's Office.

5. Notice of Mechanic's and Materialmen's Lien by Thomas & Associates, Inc. as Lien Claimant, of record as Instrument No. 20070719-0086036, Register's Office.

6. Notice of Mechanic's and Materialmen's Lien of Hoover, Inc., of record as Instrument No. 20090528-0049160, Register's Office.

7. Release of Lien Bond by North American Specialty Insurance Company of record as Instrument No. 20080311-0024635, Register's Office.

8. Agreement For Dedication of Easement for Sanitary Sewers And/Or Storm Drainage, with Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Book 8757, Page 832, and in Book 8764, Page 706, Register's Office.

9. Stormwater Detention Agreement with Metropolitan Government of Nashville and Davidson County, Tennessee of record as Instrument No. 20060809-0097641, Register's Office.

10. Declaration of Covenants, Conditions and Restrictions for Ridgeview Heights Homeowners Association, Inc. of record as Instrument No. 20080512-0048644, Register's Office.

11. Final Order of Judgment of Thomas & Associates, Inc., of record as Instrument No. 20091120-0107020, Register's Office.

12. Grant of Easement to Comcast of Nashville I, LLC of record as Instrument No. 20090316-0023090, Register's Office.

13. Abstract of Real Estate Purchase and Sale Agreement with Weldon Homes, LLC, of record as Instrument No. 200901106-0102651, Register's Office.

14. Declaration of Reciprocal Easement Agreement with Lakeshore Christian Church, of record as Instrument No. 20081203-0117279, Register's Office.

15. Inspection and Maintenance Agreement for Private Stormwater Management Facilities with Metropolitan Government of Nashville and Davidson County, Tennessee, of record as Instrument No. 20081120-0114320, Register's Office, as superseded by the Inspection and Maintenance Agreement for Private Storm Water Management Facilities, of record as Instrument No. 20090922-0088019, Register's Office.

16. Inspection and Maintenance Agreement for Private Stormwater Management Facilities with Metropolitan Government of Nashville and Davidson County, Tennessee, of record as Instrument No. 20081120-0114360, Register's Office.

17. Abstract and Notice of Lien Lis Pendens by Weldon Homes, LLC and Michael S. Matthews, of record as Instrument No. 20091208-0112174, and as Amended as Instrument No. 20091221-0116181, Register's Office. Register's Office.

18. Notice of Lien Claim of Henley Supply, Inc. of record as Instrument No. 20091230-0118596, Register's Office.

19. Notice of Lien of Planning, Design & Research Engineers, Inc. of record as Instrument No. 20100113-0002994, Register's Office.

20. Notice of Lien of Wallboard & Supply Co., Inc. of record as Instrument No. 20100113-0003272, Instrument No. 20100113-003273 and Instrument No. 20100226-0014983, Register's Office.

21. Notice of Lien of TCI Contracting, LLC d/b/a TCI Nashville, LLC, d/b/a Total Comfort Installation of record as Instrument No. 20100302-0015980, Register's Office.

22. Notice of Lien filed by Ridgeview Heights, LLC against Weldon Homes, LLC of record as Instrument No. 20091210-0112856, Register's Office.

This conveyance is further subject to any and all liens, defects, encumbrances, conveyances, adverse claims and other matters which take priority over the Deed of Trust pursuant to which this conveyance is made, 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, and any and all matters that would be shown or revealed by an accurate survey of the Property.

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

James C. Cotey

JAMES C. COTEY, Successor Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Meredith Brown, a Notary Public of the State and County aforesaid, personally appeared JAMES C. COTEY, 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/her name as Successor Trustee.

Witness my hand and seal, at office in Nashville, Tennessee, this 20 day of May, 2010.

Meredith Brown

Notary Public
My commission expires: 5·8·12

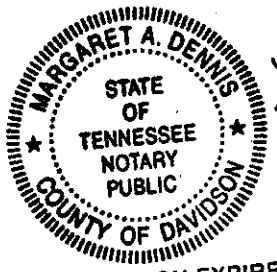
MEREDITH BROWN NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is Four Million, Four Hundred Forty-One Thousand, Nine Hundred Sixty-Three and No/100 Dollars ($4,441,963.00).

Affiant

Subscribed and sworn to before me this the 20th day of May, 2010.



Notary Public

My commission expires: May 8, 2012

EXHIBIT A TO SUCCESSOR TRUSTEE'S DEED

Map and Parcel Numbers:

Map-Par. 16300012200 (Tract 1)
Map-Par. 163070A00100CO (Lot 1), (Tract 2)
Map-Par. 163070A00200CO (Lot 2), (Tract 2)
Map-Par. 163070A00300CO (Lot 3), (Tract 2)
Map-Par. 1630A0A00400CO (Lot 4), (Tract 2)
Map-Par. 163070A00500CO (Lot 5), (Tract 2)
Map-Par. 163070A00600CO (Lot 6), (Tract 2)
Map-Par. 163070A00700CO (Lot 7), (Tract 2)
Map-Par. 163070A00800CO (Lot 8), (Tract 2)
Map-Par. 163070A00900CO (Lot 9), (Tract 2)
Map-Par. 163070A010000CO (Lot 10), (Tract 2)
Map-Par. 163070A01100CO (Lot 11), (Tract 2)
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Map-Par. 163070A01700CO (Lot 17), (Tract 2)
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Map-Par. 163070A02000CO (Lot 20), (Tract 2)

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Map-Par. 163070A13800CO (Lot 138), (Tract 2)
Map-Par. 163070A13900CO (Lot 139), (Tract 2)
Map-Par. 163070A14000CO (Lot 140), (Tract 2)
Map-Par. 163070A14100CO (Lot 141), (Tract 2)
Map-Par. 163070A14200CO (Lot 142), (Tract 2)

Map-Par. 163070A14300CO (Lot 143), (Tract 2)
Map-Par. 163070A14400CO (Lot 144), (Tract 2)
Map-Par. 163070A14500CO (Lot 145), (Tract 2)
Map-Par. 16300041200, $17,270.01, (Tract 3)
Common Area Map-Par. 163070A90000CO, 163070A90100CO, 163070A90200CO, 163070A90300CO and 163070A90400CO