Box 31-B
SR
SW7

This Instrument Prepared By:
Sherrard & Roe, PLC
424 Church Street, Suite 2000
Nashville, TN 37219-2375

BILL GARRETT, Davidson County
Trans:T20100037158 DEEDTRS
Recvd: 06/18/10 10:54 4 pgs
Fees:23.00 Taxes:2812.00
20100618-0047562

SUBSTITUTE TRUSTEE'S DEED

Address New Owner as Follows:	Send Tax Bills To:	Map/Parcel Number:
GreenPoint Mortgage Funding, Inc.	Same	107-13-0-140.00
265 Broadhollow Road		
Melville, NY 11747		
Attn: OREO Department		

WHEREAS, DW & WS Partnership, RLLLP ("Grantor") by that certain Deed of Trust, Assignment of Rents, and Security Agreement (including fixture filing) (hereinafter referred to as "Deed of Trust") dated August 22, 2007, recorded as Instrument No. 20070831-0104989 in the Register's Office of Davidson County, Tennessee (the "Register's Office"), conveyed to M. Todd Jackson, Trustee, the Property (defined below) to secure the payment of certain indebtedness described in the Deed of Trust (the "Indebtedness"), which Indebtedness is presently held and owned by GreenPoint Mortgage Funding, Inc. (hereinafter referred to as "Lender");

WHEREAS, default(s) on the Indebtedness have occurred and the Indebtedness has been declared due and payable as provided in the Deed of Trust, and the Indebtedness has not been paid;

WHEREAS, the undersigned, Michael G. Abelow of Davidson County, has been appointed Substitute Trustee (the "Substitute Trustee") in the place and stead of M. Todd Jackson, Trustee, by appointment recorded as Instrument No. 20100407-0026216 in said Register's Office;

WHEREAS, Lender directed Substitute Trustee to sell the Property, and the Substitute Trustee caused notice to be published in The City Paper that the Property would be sold at 10:00 a.m., prevailing central time, on May 18, 2010, at the door of the Davidson County Courthouse, 1 Public Square, Nashville, Tennessee 37201 (the "Foreclosure Notice"), such Foreclosure Notice appearing in said paper on April 26, 2010, May 3, 2010, and May 10, 2010; and

WHEREAS, the Substitute Trustee further sent a copy of the Foreclosure Notice to Grantor, and following the appearance of the Foreclosure Notice in said newspaper the default was not cured;

WHEREAS, the Substitute Trustee at the time, place and date specified in the Foreclosure Notice announced the adjournment of the foreclosure sale until June 16th, 2010, at 10:00 a.m., prevailing central time, at the door of the Davidson County Courthouse, 1 Public

Square, Nashville, Tennessee 37201 (the "New Foreclosure Date"), with such adjournment occurring in accordance with the Deed of Trust, the Foreclosure Notice, and applicable law;

WHEREAS, notice of the adjournment and the New Foreclosure Date was provided to Grantor and all parties interested in the Property, and prior to the New Foreclosure Date the default on the Indebtedness was not cured;

WHEREAS, on the New Foreclosure Date, the Substitute Trustee offered the Property for sale and after opening the floor for competitive bids, sold the Property to GreenPoint Mortgage Funding, Inc. at the price of Seven Hundred Sixty Thousand and no/100 Dollars ($760,000.00) (the "Credit Bid"), this being the highest, last and best bid.

NOW, THEREFORE, the undersigned, Michael G. Abelow, Substitute Trustee, in consideration of the sum of Seven Hundred Sixty Thousand and no/ 100 Dollars ($760,000,000) (the "Credit Bid"), to me in hand paid, the receipt of which is hereby acknowledged by these presents do transfer and convey unto GreenPoint Mortgage Funding, Inc. (the "Grantee") all of my right, title and interest in and to the following described real estate, together with all improvements, appurtenances, all easements serving or benefiting the property, and any and all fixtures and improvements 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:

> Being a tract of land lying in the Third Civil District of Davidson County, Tennessee, bounded on the north by Thompson Place, on the east by the Lands of A. J. Smith, on the west by the Crestview Apartments Property, and on the south by the Williamsburg Corporation Property, being more particularly described as follows:
>
> Said tract of land begins at an iron pin on the southerly margin of Thompson Place at the northeast corner of the Crestview Apartments Property; thence with the southerly margin of Thompson Place in an easterly direction with a curve to the right with a radius of 1885.27 feet, a distance of 24 feet to an iron pin; thence continuing with said margin south 85 degrees 46' east, 18.30 feet to an iron pin on said margin; thence continuing with said margin and a curve to the left with the radius of 2,316.70 feet, a distance of 197.79 feet to an iron pin at the northwest corner of the A. J. Smith Property; thence with A. J. Smith's westerly line south 3 degrees 14' 10" west, 432.36 feet to an iron pin at the southwest corner of the A. J. Smith Property and in the northerly line of the Williamsburg Corporation Property; thence with the northerly line of the Williamsburg Corporation Property north 85 degrees 42' 30" west, 240 feet to an iron pin at the southeast corner of the Crestview Apartments Property; thence with the east boundary of the Crestview Apartments Property north 3 degrees 14' 10" east, 423.51 feet to the point of beginning, and containing 2.35 acres, more or less.
>
> Being the same property conveyed to DW & WS Partnership, RLLLP, a Virginia partnership from Bellicose Property Development, Inc., a Tennessee

corporation, by Warranty Deed with date 8/17/2007, recorded on 8/31/07, at Instrument No. 20070831-0104988, in the Register's Office of Davidson County, Tennessee.

The Property is known as 1100 Thompson Place, Nashville, TN 37217.

TO HAVE AND TO HOLD the Property, and free from the equity of redemption, the statutory right of redemption, homestead, and dower and all other exemptions, as provided in, but only to the extent provided in, said Deed of Trust.

The Property is sold AS IS, WHERE IS, without representation or warranties from Substitute Trustee of any kind whatsoever whether express or implied, and by accepting this Substitute Trustee's Deed, Grantee represents and warrants that it has conducted its own due diligence 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 Substitute Trustee. Without limiting the foregoing, THE PROPERTY IS SOLD WITHOUT ANY IMPLIED WARRANTIES OF MERCHANTABILITY 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.

This conveyance is subject to any and all liens (including Davidson County taxes for 2009 which are currently unpaid, plus penalties and interest, and any other tax or assessment which may be a lien against the Property), defects, encumbrances, easements, restrictive covenants, conveyances, adverse claims and other matters which take priority over the Deed of Trust upon which this foreclosure sale is had, and any rights of redemption (statutory or otherwise) 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 matters that take priority over the Deed of Trust which an accurate survey of the Property might disclose.

(remainder of page intentionally left blank)

IN WITNESS WHEREOF, the said Michael G. Abelow, Substitute Trustee, has executed this instrument as of the 16th day of June, 2010.

Michael G. Abelow, Substitute Trustee

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said State and County, the within named Michael G. Abelow, Substitute Trustee, the 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 and official seal in Nashville, Tennessee, this 17th day of June, 2010.

Notary Public

My Commission Expires: 3-10-2012

RITA McQUERRY STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

NOTARY PUBLIC
Rita McQuerry
My Commission Expires
March 10, 2012
STATE OF TENNESSEE

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $760,000.00.

Affiant

Subscribed and sworn to before me this 17th day of June, 2010.

Notary Public

My Commission Expires: 3-10-2012

RITA McQUERRY STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

NOTARY PUBLIC
Rita McQuerry
My Commission Expires
March 10, 2012
STATE OF TENNESSEE