BILL GARRETT, Davidson County
Trans:T20100038131 DEEDTRS
Recvd: 06/22/10 16:08 8 pgs
Fees:43.00 Taxes:6125.67
20100622-0048868

THIS INSTRUMENT PREPARED BY:
Adams and Reese LLP (CWC)
424 Church Street, Suite 2800
Nashville, TN 37219

Address of Property:
2708 Tyne Boulevard
4412 B Dakota
3139 Long Boulevard
2112 Acklen Avenue, Unit 208
2114 Acklen Avenue, Unit 305
2114 Acklen Avenue, Unit 308
Nashville, Tennessee

Maps and Parcel Nos.
13015009300
091160C00200 CO
1042013500
104120C20800 CO
104120C30500 CO
104120C30800 CO

Address New Owner:

Regions Bank
Asset Management - Dallas; ALBH10902B
1500 5th Ave N. RC-9th Floor
Birmingham AL 35203

Send Tax Bills to:

Same

SUCCESSOR TRUSTEE'S DEED

This Successor Trustee's Deed is made and entered into on this the 21st day of June, 2010, by **CHARLES W. COOK, SUCCESSOR TRUSTEE** ("Successor Trustee").

WHEREAS, by Deed of Trust, Assignment of Rents and Leases, Security Agreement and Financing Statement, dated October 31, 2005, of record as Instrument No. 20051104-0134111, Register's Office for Davidson County, Tennessee, as amended by Amendment to Deed of Trust, of record as Instrument No. 20051228-0155628, said Register's Office, further amended by Amendment to Deed of Trust, of record as Instrument No. 20070105-0002255, said Register's Office, further amended by Amendment to Deed of Trust, of record as Instrument No. 20070216-0019711, said Register's Office, and further amended by Amendment to Deed of Trust, of record as Instrument No. 20071010-0120381, said Register's Office (collectively, the "2007 Deed of Trust"), **ALLIANCE DEVELOPMENT, LLC**, a Tennessee limited liability company (herein sometimes "Debtor") conveyed to **G. Kent Cleaver, Trustee**, for the benefit of **REGIONS BANK**, an Alabama banking corporation ("Lender"), the Property (as hereinafter defined), to secure payment to Lender of a certain indebtedness described in the Deed of Trust and as evidenced by that certain Master Promissory Note (the "2007 Note") in the original sum of Two Million One Hundred Thousand and no/100 Dollars ($2,100,000.00) (the "2007 Indebtedness"); and

WHEREAS, by Deed of Trust, Assignment of Rents and Leases, Security Agreement and Financing Statement, dated August 15, 2007, of record as Instrument No. 20070824-0101836, Register's Office for Davidson County, Tennessee (the "2005 Deed of Trust"; the 2007 Deed of Trust and the 2005 Deed of Trust being hereinafter collectively referred to as the "Deed of Trust"), Debtor conveyed to **Ernest T. Felts, Jr., Trustee**, for the benefit of Lender, the Property (as hereinafter defined), to secure payment to Lender of a certain

indebtedness described in the Deed of Trust and as evidenced by that certain Promissory Note (the "2005 Note"; the 2007 Note and the 2005 Note being hereinafter referred to collectively as the "Note") in the original sum of Six Hundred Thousand and no/100 Dollars ($600,000.00) (the "2005 Indebtedness"; the 2007 Indebtedness and the 2005 Indebtedness being hereinafter referred to collectively as the "Indebtedness"); and

WHEREAS, default was made in the payment of the indebtedness described in the Deed of Trust and Note, and following such default Lender accelerated the Indebtedness and appointed Charles W. Cook as Successor Trustee in instruments of record as Instrument No. 20100519-0038786 and Instrument No. 20100519-0038787, said Register's Office, and further directed said Successor Trustee to advertise and sell the Property conveyed by said Deed of Trust in compliance with the provisions thereof; and

WHEREAS, as of May 20, 2010, at 8:00 a.m., there were no state or federal tax liens of record against the Debtor in the Register's Office for Davidson County, Tennessee; and

WHEREAS, said Successor Trustee caused notice to be published in The City Paper, a newspaper published in Davidson County, Tennessee, that the Property would be sold at 10:00 and 10:30 a.m. on Monday, June 21, 2010 at the front door of the Davidson County Courthouse, 1 Public Square, Nashville, Davidson County, Tennessee (the "Foreclosure Notices"), such Foreclosure Notices appearing in said paper on May 31, 2010, June 7, 2010 and June 14, 2010; and

WHEREAS, said Successor Trustee further sent copies of the Foreclosure Notices to Alliance Development, LLC, and following the appearance of the Foreclosure Notices in said newspaper, the defaults under the Deed of Trust and Note were not cured; and

WHEREAS, Charles W. Cook, Successor Trustee, at the time, place and date announced in the Foreclosure Notices, offered the Property for sale, and after opening the floor for competitive bids, sold the Property to Regions Bank, at the price of One Million Six Hundred Fifty Five Thousand Five Hundred Eighty Seven and 00/100 Dollars ($1,655,587.00), this being the highest, last and best bid.

NOW, THEREFORE, I, Charles W. Cook, Successor Trustee as aforesaid, in consideration of the compliance with the terms of said bid to me in hand paid, and other consideration, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto Regions Bank, its successors and/or assigns (the "Grantee"), all of my right, title and interest in and to the following described real estate which has been advertised and sold as hereinabove recited, located in Davidson County, Tennessee (collectively, the "Property"), and more particularly described as follows, to wit:

See **Exhibit A** attached hereto and incorporated herein by reference.

TOGETHER WITH:

All of Debtor's right, title and interest with respect to the following:

(a) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Mortgaged Property, or any part and parcel thereof (the "Improvements").

(b) Together with all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, elevators and elevator motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, mirrors, air conditioning apparatus, refrigerating plants, refrigerators, window screens, awnings and storm sashes, and all other furnishings, furniture, fixtures, machinery, equipment, fittings, apparatus, appliances, and personal property of every kind and nature whatsoever actually or constructively attached to said Mortgaged Property or Improvements or otherwise so related thereto that an interest in them arises under real estate law, now or hereafter owned by Debtor and located in, on or about, or used or intended to be used with or in connection with the use, operation or enjoyment of, the Mortgaged Property, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Mortgaged Property, all of which are hereby declared and shall be deemed to be fixtures and accessions to the Mortgaged Property and intended to be installed therein and a part of the Mortgaged Property as between the parties to the Deed of Trust and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness described in the Deed of Trust and to be secured by the Deed of Trust;

(c) Together with all easements, rights-of-way, streets, ways, alleys, passages, sewer rights, water rights, minerals, mineral rights, gas rights, timber and other emblements now or hereafter located on the Mortgaged Property or under, or above the same, or any part of parcel thereof, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor:

(d) Together with all present and future leases, rents, royalties, issues, profits and revenues of the Mortgaged Property from time to time accruing (including without limitation all payments under leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits and escrow funds), and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Debtor of, in and to the same, reserving only the right to Debtor to collect the same so long as Debtor is not in default under the Deed of Trust;

(e) Together with all awards, compensation and settlements in lieu thereof, made as a result of (i) the taking of power of eminent domain of the whole or any part of the Mortgaged Property, including any awards for damage sustained to the Mortgaged Property, for a temporary taking, change of grade of streets or taking oaf access, or (ii) any other injury to, taking of, or decrease in the value of the Mortgaged Property;

(f) Together with all building or construction materials and all supplies, equipment, inventory and accounts located on or associated with the Mortgaged Property; now or hereafter located on or associated with the Mortgaged Property, prior to incorporation of said building materials to the improvements on the Mortgaged Property; and

(g) Together with all proceeds of hazard or other insurance policies maintained with respect to the Mortgaged Property and the Improvements (whether or not Secured Party is a loss payee thereunder).

This is improved real property also known as 2708 Tyne Boulevard, 4412 B Dakota, 3139 Long Boulevard, 2112 Acklen Avenue, Unit 208, 2114 Acklen Avenue, Unit 305, and 2114 Acklen Avenue, Unit 308, Nashville, Davidson County, Tennessee.

To have and to hold the Property with the appurtenances, estate, title and interest thereto belonging to the Grantee, its successors and assigns forever.

Said property is conveyed subject to such encumbrances, easements, restrictions, liens, taxes, mortgages and other matters of record or otherwise as may affect the same.

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

CHARLES W. COOK, Successor Trustee

STATE OF TENNESSEE)
COUNTY OF Davidson)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared CHARLES W. COOK, 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, at office, this 22nd day of June, 2010.

Notary Public

My Commission Expires:
5-2-2011

KAREN H. CAGLE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires May 2, 2011

STATE OF TENNESSEE)
COUNTY OF Davidson)

The actual consideration or value whichever is greater, for this transfer is $1,655,587.00.

Affiant

Sworn to and subscribed before me this
22nd day of June, 2010.

Notary Public

My Commission Expires:
5-2-2011

KAREN H CAGLE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires May 2, 2011

EXHIBIT A

TRACT 1

Land in Davidson County, Tennessee, being Lot No. 3 of Block "C" on the Map of Tyne Meade, Section 3, of record in Book 1424, Pages 12, 13 and 14, of the Register's Office of Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate description of said lot.

Being the same property conveyed to Alliance Development, LLC, a Tennessee limited liability company, by deed from Gary L. Wilson and wife, Mary Beth Wilson, of record in Instrument No. 20070824-0101835, said Register's Office.

TRACT 2

Land in Davidson County, Tennessee, being the westerly 60 feet of Lot No. 311, Block 15, Charlotte Park Company's First Addition to West Nashville, of record in Book 57, page 103, Register's Office for Davidson County, Tennessee.

Said part of Lot No. 311 fronts 60 feet on the northerly side of Dakota Avenue and runs back between parallel lines (the easterly margin being 45th Avenue North) measuring 150 feet thereon, to an alley at the rear.

Included in the above description but specifically excluded therefrom is the following unit:

Land in Davidson County, Tennessee, being Unit No. A of Dakota at 45th, a horizontal property regime (with private elements) established by Master Deed, of record in Instrument No. 20070808-0095098, amended and restated in Instrument No. 20071009-0119950, amended in Instrument No. 20071018-0123638, Register's Office for Davidson County, Tennessee.

Being part of the same property conveyed to Alliance Development, LLC, a Tennessee limited liability company, by deed from Lisa Ferris, of record in Instrument No. 20070216-0019710, said Register's Office.

TRACT 3

Land in Davidson County, Tennessee, being the southerly part of Lot No. 19-A, on the Map of the Revised Plan of West End Park, of record in Book 421, Pages 82 and 83, Register's Office for Davidson County, Tennessee.

Said part of said lot fronts 75 feet on the southeasterly side of Long Boulevard and runs back between lines, 155.2 feet more or less on the northeasterly line and 130 feet on the southwesterly line to the northwesterly margin of Bellwood Avenue on which it measures 72.5 feet around a slight curve.

Being the same property conveyed to Alliance Development, LLC, by deed from Harry P. Justice, Jr., of record of Instrument No. 20051228-0155626, said Register's Office.

TRACT 4

Parcel 1

Land in Davidson County, Tennessee, being Lot 32, as shown on the map of Burch Homestead Tract, of record in Book 57, Page 149, Register's Office for Davidson County, Tennessee, and more fully described in deed of record in Book 5277, page 7, said Register's Office.

Being part of the same property conveyed to Alliance Development, LLC, a Tennessee limited liability company, by deed of record as Instrument No. 20051228-0155627, said Register's Office.

Parcel 2

Land in Davidson County, Tennessee, being Lot No. 30 on the Plan of the Subdivision of the Burch Homestead Tract, as of record in Book 57, page 149, Register's Office for Davidson County, Tennessee.

Said Lot No. 30 fronts 50 feet on the northerly side of Acklen Avenue, formerly Burch Avenue, and runs back between parallel lines 150 feet, more or less, to an alley.

Being part of the same property conveyed to Alliance Development, LLC, a Tennessee limited liability company, by deed of record as Instrument No. 20050914-0110599, said Register's Office.

Parcel 3

Land in Davidson County, Tennessee, being Lot No. 31 on the plan of the Subdivision of Burch Homestead Tract of record in Book 57, page 149, Register's Office for Davidson County, Tennessee.

Being part of the same property conveyed to Alliance Development, LLC, a Tennessee limited liability company, by deed of record as Instrument No. 20050914-0110601, said Register's Office.

Included in the above descriptions for Tract 3 but specifically excluded therefrom are the following units:

Unit 101-106, 201-207, 301-304, 306 and 307 of the Horizontal Property Regime for the Villages at Acklen as created by that certain Master Deed of record as Instrument No. 20051221-0152869, as amended as Instrument No. 20060112-0004705, Instrument No. 20061108-0139002, Instrument No. 20061115-0141802, Instrument No. 20061227-0158825, and as Instrument No, 20070621-0074025, said Register's Office, to all of which reference is hereby made for a more complete description together with an undivided percentage interest in the common elements allocated to said unit as set forth in said Master Deed.

A portion of Tract 3 also being known as Units 208, 305 and 308 of the Horizontal Property Regime for the Villages at Acklen as created by that certain Master Deed of record as Instrument

No. 20051221-0152869, as amended as Instrument No. 20060112-0004705, Instrument No. 20061108-0139002, Instrument No. 20061115-0141802, Instrument No. 20061227-0158825, and as Instrument No, 20070621-0074025, said Register's Office.