PICK-UP

BILL GARRETT, Davidson County
Trans:T20100046078 DEEDTRS
Recvd: 07/28/10 09:11 7 pgs
Fees:38.00 Taxes:3700.00
20100728-0059032

This instrument prepared by:
Ronald G. Steen Jr.
Stites & Harbison, PLLC
401 Commerce Street, Suite 800
Nashville, Tennessee 37219

Address New Owner as follows:	Send Tax Bills To:	Map and Parcel No.:
600 Murfreesboro Road, LLC c/o Midland Loan Services, Inc. Attention: Stephen Reynolds 10851 Mastin, 6th Floor Overland Park, KS 66210	Same	10606008700 10606008300 10602002900

SUCCESSOR TRUSTEE'S DEED

This Successor Trustee's Deed is made and entered into on this 27th day of July, 2010, by Ronald G. Steen Jr., Successor Trustee ("**Successor Trustee**").

WHEREAS, by *Deed of Trust and Security Agreement* (the "**Deed of Trust**") dated July 31, 1998, of record in Book 11048, Page 73, Register's Office for Davidson County, Tennessee ("**Register's Office**"), C.C.N. Associates, L.L.C., a Tennessee limited liability company ("**Grantor**"), conveyed to James R. Cheshire III, Trustee, the Property (as hereinafter defined) to secure payment to secure the payment of certain indebtedness described in the Deed of Trust ("**Indebtedness**"), which Indebtedness is presently held and owned by 600 Murfreesboro Road, LLC ("**Lender**"); 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 notice was given of such default to Grantor, in the manner required by the terms of the Deed of Trust, but following such notice the default was not cured; and

WHEREAS, the undersigned, Ronald G. Steen Jr., has been duly appointed as Successor Trustee in the place and stead of James R. Cheshire III, Trustee, by appointment recorded as Instrument No. 20100512-036615, Register's Office; and

WHEREAS, 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 1:45 p.m. central time on July 27, 2010, at the front door of the Davidson County Courthouse, Nashville, Tennessee ("**Foreclosure Notice**"), such Foreclosure Notice appearing in said paper on July 5, July 12, and July 19, 2010; and

WHEREAS, the Successor Trustee further sent a copy of the Foreclosure Notice as required by applicable law, and following the appearance of the Foreclosure Notice in said newspaper the default was not cured; and

WHEREAS, an agent of the Successor Trustee, at 1:45 p.m. central time on July 27, 2010, at the place specified in the Foreclosure Notice, offered the Property for sale, and after opening the floor for competitive bids, sold the Property to 600 Murfreesboro Road, LLC, a Tennessee limited liability company, in response to its bid at the price of One Million and No/100 Dollars ($1,000,000.00), which was a credit bid (the "**Credit Bid**"), this being the highest, last and best bid.

NOW, THEREFORE, I, Ronald G. Steen Jr., Successor Trustee as aforesaid, in consideration of the premises and in exchange for the Credit Bid, by these presents do transfer and convey unto 600 Murfreesboro Road, LLC, its successors and assigns ("**Grantee**"), all of my right, title and interest in and to the following described real property:

TRACT 1:

Being Lot No. 1 of P'Pool Heights, Section I, of record in Book 3842, Page 120, at the Register's Office of Davidson County, Tennessee, and more particularly described according to a survey made by Charles E. Moseley Jr., Registered Land Surveyor No. 778, dated July 24, 1998, as follows:

Beginning at an iron pin in the north right-of-way of Murfreesboro Road, same being the southeast corner of the Rock City Realty Company tract of record in Book 3617, Page 457, and being the southwest corner of the herein described tract, thence with the Rock City Realty Company tract for the next two calls, N 13 deg. 41' 32" E, 332.49 feet to a point, thence N 71 deg. 23' 00" W, 193.20 feet to a point, thence N 01 deg. 50' 00" E, 44.30 feet to a point, thence N 08 deg. 07' 00" E, 108.50 feet to a point, thence N 50 deg. 10' 00" E, 87.50 feet to a point in the south right-of-way of P'Pool Avenue, thence with said right-of-way for the next two calls, along a curve to the left having a radius of 474.70 feet, a central angle of 25 deg. 56' 00", a chord of S 59 deg. 32' 00" E, 213.03 feet, for a length of 214.86 feet to a point, thence S 72 deg. 30' 00" E, 455.00 feet to a point, thence with the west boundaries of Reserved Parcel "C" of record in Plat Book 3842, Page 241, and the D. B. P'Pool, Jr. and Third National Bank tract of record in Book 7742, Page 498, S 19 deg. 12' 00" W, 524.75 feet to a point in the north right-of-way of Murfreesboro Road, thence with said right-of-way for the next two calls, along a curve to the right having a radius of 11,449.20 feet, a central angle of 00 deg. 52' 50", a chord of N 71 deg. 03' 18" W, 175.95 feet, for a length of 175.96 feet to a point, thence N 70 deg. 36' 53" W, 273.62 feet to the point of beginning, containing 285,891 square feet or 6.563 acres.

TRACT 2:

A tract of land being the westerly portion of Reserved Parcel "C" of Section One of P'Pool Commercial Subdivision, of record in Book 3842, Page 241, and of the D. B. P'Pool Jr. and Third National Bank tract of record in Book 7742, Page 498, at the Register's Office of Davidson County, Tennessee, and more particularly described according to a survey made by Charles E. Moseley, Jr., Registered Land Surveyor No. 778, dated July 24, 1998, as follows:

Beginning at a point on the north right-of-way of Murfreesboro Road, same being the southeast corner of Lot 1 of P'Pool Heights, Section 1 of record in Book 3842, Page 120, and being the southwest corner of the herein described tract, thence with the east boundary of said Lot 1, N 19 deg. 12' 00" E, 524.75 feet to a point on the south right-of-way of P'Pool Avenue, thence with said right-of-way S 72 deg. 30' 00" E, 110.47 feet to a point, thence with a new line S 18 deg. 17' 00" W, 526.28 feet to a point on the north right-of-way of Murfreesboro Road, thence with said right-of-way for the next two calls, N 71 deg. 43' 00" W, 74.61 feet to a point, thence along a curve to the right having a radius of 11,449.20 feet, a central angle of 00 deg. 13' 17", a chord of N 71 deg. 36' 21" W, 44.24 feet, for a length of 44.24 feet to the point of beginning, containing 60,250 square feet or 1.383 acres.

TRACT 3:

A tract of land being Reserved Parcel "D" of Section 1 of P'Pool Heights of record in Book 3500, Page 55 at the Register's Office of Davidson County, Tennessee, and more particularly described according to a survey made by Charles E. Moseley Jr., Registered Land Surveyor No. 778, dated July 24, 1998, as follows:

Beginning at an iron pin on the south right-of-way of Elm Hill Pike where said right-of-way intersects with the west right-of-way of Interstate Route 40, thence with said Interstate right-of-way for the next two calls, S 53 deg. 05' 06" E, 274.10 feet to a right-of-way monument, thence S 59 deg. 41' 03" E, 13.42 feet to a point in the north boundary of Lot 21 of Section 1 of P'Pool Heights, thence with the north and west boundaries of said Lot 21 for the next two calls, S 87 deg. 54' 14" W, 110.50 feet to an iron pin, thence S 17 deg. 30' 00" W, 230.00 feet to a point on the north right-of-way of P'Pool Avenue, thence with P'Pool Avenue the next four calls, N 72 deg. 30' 00" W, 322.00 feet to a point, thence along a curve to the right having a radius of 424.70 feet, a central angle of 34 deg. 24' 00", a chord of N 55 deg. 18' 00" W, 251.17 feet, for a length of 254.99 feet to a point, thence N 38 deg. 06' 00" W, 44.50 feet to a point, thence along a curve to the right having a radius of 186.10 feet, a central angle of 41 deg. 25' 00", a chord of N 17 deg. 23' 30" W, 131.61 feet, for a length of 134.52 feet to a point, thence along a turnout curve to the right having a radius of 25.00 feet, a central angle of 90 deg. 00' 00", a chord of N 48 deg. 19' 00" E, 35.36, for a length of 39.27 feet, to a point on the south right-of-way of Elm Hill Pike, thence with said right-of-way S 86 deg. 41' 00" E, 503.69 feet to the point of beginning, containing 190,273 square feet or 4.368 acres.

Being the same property conveyed to C.C.N. ASSOCIATES, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, by deed from WILLIAM E. POWELL SR., of record in Book 11048, Page 67, dated July 31, 1998, said Register's Office. Affidavit of Scrivener's Error of record in Instrument No. 20091125-0108546, said Register's Office.

(the "**Land**"); together with all of Grantor's: structures, buildings and improvements of every kind and description now or at any time hereafter located or placed on the Land (the "**Improvements**"); all furniture, furnishings, fixtures, goods, equipment, inventory and other personal property owned by Grantor and now or hereafter located on, attached to or used in and about the Improvements, including, but not limited to, all machines, engines, boilers, dynamos, elevators, stokers, tanks, cabinets, awnings, screens, shades, blinds, carpets, draperies, lawn mowers, and all appliances, plumbing, heating, air conditioning, lighting, ventilating, refrigerating, disposal and incinerating equipment, and all fixtures and appurtenances thereto, and such other goods and chattels and personal property owned by Grantor as are now or hereafter used or furnished in operating the Improvements, or the activities conducted therein, and all building materials and equipment hereafter situated on or about the Land or Improvements, and all warranties and guaranties relating thereto, and all additions thereto and substitutions and replacements therefore; all easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, air rights and other development rights now or hereafter located on or appurtenant to the Land or under or above the same or any part or parcel thereof, and all estates, rights, titles, interests, tenements, hereditaments and appurtenances, reversions and remainders whatsoever, in any way belonging, relating or appertaining to the Land and/or Improvements or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Grantor; all water, ditches, wells, reservoirs and drains and all water, ditch, well, reservoir and drainage rights which are appurtenant to, located on, under or above or used in connection with the Land or the Improvements, or any part thereof, whether now existing or hereafter created or acquired; all minerals, crops, timber, trees, shrubs, flowers and landscaping features now or hereafter located on, under or above the Land; all cash funds, deposit accounts and other rights and evidence of rights to investments or cash, now or hereafter created or held by Beneficiary pursuant to this Deed of Trust or any other of the Loan Documents (as hereinafter defined); all other contracts and agreements now or hereafter entered into covering or relating to any part of the Land or the Improvements (collectively, the "**Contracts**"), and all revenue, income and other benefits thereof, including, without limitation, management agreements, service contracts, maintenance contracts, equipment leases, personal property leases and any contracts or documents relating to construction on any part of the Land or the Improvements (including plans, drawings, surveys, tests, reports, bonds and governmental approvals) or to the management or operation of any part of the Land or the Improvements; all present and future deposits given by Grantor to any public or private utility with respect to utility services furnished to any part of the Land or the Improvements; all present and future funds, accounts, instruments, accounts receivable, documents, causes of action, claims, general intangibles (including without limitation, trademarks, trade names, servicemarks and symbols now or hereafter used by Grantor in connection with any part of the Land or the Improvements, all names by which the Land or the Improvements may be operated or known, all rights to carry on business under such names, the goodwill associated with the foregoing and all rights, interest and privileges which Grantor has or may have as developer or declarant under any covenants, restrictions or declarations now or hereafter relating to the Land or the Improvements) and all notes or chattel paper now or hereafter arising from or by virtue of any transactions related to the Land or the Improvements (collectively, the "**General Intangibles**"); all water taps, sewer taps, certificates of occupancy, permits, licenses, franchises, certificates, consents, approvals and other rights and privileges now or hereafter obtained in connection with the Land or the Improvements; all right, title and interest

of Grantor in and to all building materials, supplies and equipment now or hereafter placed on the Land or in the Improvements and all architectural renderings, models, drawings, plans, specifications, studies and data now or hereafter relating to the Land or the Improvements; all right, title and interest of Grantor in any insurance policies or binders now or hereafter relating to the Property, including any unearned premiums thereon; all right, title and interest of Grantor in and to all proceeds, products, substitutions and accessions (including claims and demands therefor) of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation. proceeds of insurance and condemnation awards; and all other or greater rights and interests of every nature in the Land or the Improvements and in the possession or use thereof and income therefrom, whether now owned or hereafter acquired by Grantor (the Land, the Improvements, the Contracts, the General Intangibles, and all other property, rights, interests and estates described hereinabove are collectively referred to herein as the "**Property**").

The street addresses of the Property are believed to be 600 Murfreesboro Road Nashville, TN 37210, and 911 Elm Hill Pike, Nashville, TN 37210, but 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 but not limited to T.C.A. § 66-8-101, *et seq.*, as amended from time to time, homestead, dower, and all other exemptions and marital rights, all of which are expressly waived in the Deed of Trust.

Grantee hereunder accepts title to the Property and all improvements thereon in an **AS IS, WHERE IS** condition, and without representation or warranty from Successor Trustee as to any matter whatsoever, and by accepting this Successor Trustee's Deed, Grantee represents and warrants that it has conducted its own due diligences 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 Successor Trustee. 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 PROPERTY OF HAZARDOUS SUBSTANCES AS DEFINED BY ANY 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 the 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 this Successor Trustee's Deed, Grantee agrees to indemnify and hold the Successor Trustee harmless from any and all costs, expenses, and liability, including without limitation attorney fees, arising out of or in connection with any of the foregoing.

This conveyance may be 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. To the extent such matters do take priority over the Deed of Trust under applicable law, this conveyance is subject to them, and to the extent such matters do not, the Property does not remain subject to them:

1. Unpaid property taxes, penalties, interest, costs, and other obligations to the Metropolitan Government of Nashville and Davidson County.

2. Matters shown on the Plan of record in Book 3842, Page 120, Register's Office (Tract I).

3. Matters shown on the Plan of record in Book 3842, Page 241, Register's Office (Tract II).

4. Matters shown on the Plan of record in Book 3500, Page 55, Register's Office (Tract III).

5. Memorandum of Lease entered into by and between Grantor and Capitol Chevrolet Company, of record in Book 11048, Page 154, Register's Office.

6. Agreement of Subordination, Non-Disturbance and Attornment entered into by and between Grantor, Capitol Chevrolet Company, and WMF, of record in Book 11051, Page 957, Register's Office.

7. Rights, if any, of White Advertising International, a division of Whiteco Industries, Inc., pursuant to an unrecorded sign location lease, and the implied easement, if any, of said lessee for ingress and egress from the 540 square feet occupied by it pursuant to said lease, and the easement of said lessee pursuant to said lease for utilities to service said sign (Tract No. III).

8. The land in question abuts Interstate Route 40, which is a controlled access highway and has no right of ingress or egress to said highway (Tract No. III).

9. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 4264, Page 199, said 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.

RONALD G. STEEN JR.,
SUCCESSOR TRUSTEE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Kathleen Patti Snow, a Notary Public of the State and County aforesaid, personally appeared RONALD G. STEEN JR., 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 27th day of July, 2010.

Notary Public
My commission expires:_____

KATHLEEN PATTI SNOW
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON

MY COMMISSION EXPIRES:
NOVEMBER 4, 2013

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is One Million and No/100 Dollars ($1,000,000.00).

Affiant

Subscribed and sworn to before me

this the 27th day of July, 2010.

Notary Public
My commission expires:_____

KATHLEEN PATTI SNOW
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON

MY COMMISSION EXPIRES:
NOVEMBER 4, 2013