BILL GARRETT, Davidson County
Trans:T20100047257 DEEDTRS
Recvd: 08/02/10 14:09 5 pgs
Fees:27.00 Taxes:0.00
20100802-0060434

This instrument prepared by:
Robert C. Goodrich Jr.
STITES & HARBISON PLLC
401 Commerce Street, Suite 800
Nashville, TN 37219

Address New Owner as follows:	Send Tax Bills To:	Map and Parcel No.:
MDHA 701 South 6th Street Nashville, TN 37206	-SAME-	05205011000 05209020700 052090A00100CO 052090A00200CO 052090A00300CO 052090A00400CO 052090A00500CO 052090A00600CO 052090A00700CO 052090A00800CO 052090A00900CO 052090A01000CO 052090A01100CO 052090A01200CO

SUCCESSOR TRUSTEE'S DEED

This Successor Trustee's Deed is made and entered into on this the 27th day of July, 2010, by Robert C. Goodrich Jr. Successor Trustee ("Successor Trustee").

WHEREAS, by *Tennessee Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing* dated May 23, 2007, recorded as Instrument No. 20070621-0074400 in the Register's Office of Davidson County, Tennessee (the "Register's Office"), (the "Deed of Trust"), Church on the Rock of Nashville, TN, Inc., a/k/a Church on the Rock (the "Grantor"), conveyed to Campbell C. Steele, Trustee, the Property (as hereinafter defined) to secure the payment of certain indebtedness described in the Deed of Trust (the "Indebtedness"), which Indebtedness is presently held and owned by SunTrust Bank (the "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, Lender appointed Robert C. Goodrich Jr. to serve as Successor Trustee in place of Campbell C. Steele, Trustee, by instrument of record as Instrument No. 20100601-0041712, Register's Office, in accordance with the terms of the Deed of Trust; and

WHEREAS, Lender directed the Successor Trustee to sell the Property (defined below) as provided in the Deed of Trust, and the Successor Trustee caused notice to be published in ***The City Paper*** that the Property (defined below) would be sold at **10:15 a.m. Central Time** on **Tuesday, July 6, 2010**, at the front door of the Davidson County Courthouse, 1 Public Square, Nashville, Tennessee 37201 (the "Foreclosure Notice"), such Foreclosure Notice appearing in said paper on June 14, 2010; June 21, 2010; and June 28, 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, the Successor Trustee appeared at the time and place specified in the Foreclosure Notice, and shortly after 10:15 a.m. Central Time, offered the Property (defined below) for sale, and after opening the floor for competitive bids, sold the Property (defined below) to Lender in response to its bid at the price of Five Hundred Thousand and No/100 Dollars ($500,000.00) (the "Credit Bid"), this being the highest, last and best bid.

WHEREAS, the Lender has assigned its bid to Metropolitan Development and Housing Agency in exchange for the sum of Six Hundred Seventy-Five Thousand and No/100 Dollars ($675,000.00) and has requested that the Property (defined below) be sold to Metropolitan Development and Housing Agency as its designee.

NOW, THEREFORE, I, Robert C. Goodrich Jr. Successor Trustee as aforesaid, in consideration of the Credit Bid and the sum of Six Hundred Seventy-Five Thousand and No/100 Dollars ($675,000.00), by these presents do transfer and convey unto Metropolitan Development and Housing Agency, its successors and assigns (the "Grantee"), all of my right, title and interest in and to the following described real estate, together with any and all improvements now or hereafter erected on the property, if any, and all easements, rights, appurtenances, rents, royalties, mineral, oil, timber and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter 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:

> Land in Davidson County, Tennessee, being Lot Nos. 1, 2, 3, 4, 5, 6 and part of Lot No. 8 of the Steve Warren Subdivision, of record in Book 6200, Page 89, Register's Office, and being more particularly described as follows:
>
> Beginning at a new iron rod in the north r.o.w. of East Palestine Avenue at the southwest corner of this tract and the southeast corner of the Church on the Rock of Nashville, TN, Inc. (Instrument No. 20020911-0110929); thence from said point of beginning and leaving said r.o.w. North 35 degrees 45 minutes 00 second East 425.26 feet to an old iron rod in the south line of Carlisle; thence with Carlisle and then Holsberry South 53 degrees 22 minutes 56 seconds East 364.96 feet to an old iron rod in the west line of Montague Subdivision (Book 547, Page 100); thence on lines with said subdivision the following calls:

South 35 degrees 36 minutes 25 seconds West 195.19 feet to an old concrete monument,

South 53 degrees 30 minutes 51 seconds East 140.00 feet to a new iron rod,

South 33 degrees 58 minutes 42 seconds West 14.60 feet to an old concrete monument,

North 53 degrees 31 minutes 15 seconds West 140.56 feet to an old concrete monument,

South 35 degrees 50 minutes 14 seconds West 214.60 feet to a new iron rod in the north r.o.w. of East Palestine Avenue; thence with said r.o.w. North 53 degrees 31 minutes 08 seconds West 365.00 feet to the point of beginning and containing 3.608 acres more or less.

Being part of the same property conveyed to Church on the Rock of Nashville, TN, Inc. (a/k/a Church on the Rock) by deed of record as Instrument No. 20030509-0063035, Register's Office.

A portion of said real property having been submitted to the Tennessee Horizontal Property Act, Tenn. Code Ann. § 66-27-101, and being Unit Numbers 1A, 2B, 3A, 4B, 5A, 6B, 7A, 8B, 9A, 10B, 11A and 12B, together with the appurtenant interest in the common elements of Glorywood Condominiums, a horizontal property regime established by Master Deed of record as Instrument No. 20070323-0035446, Register's Office, said Units being depicted on the Condominium Plat attached as Exhibits "D," "E," and "F" to the aforementioned Master Deed.

To have and to hold the Property in bar of the statutory right and any equity of redemption, homestead, dower and all other rights and exemptions of every kind, 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 Trustee 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. Any and all unpaid *ad valorem* taxes payable to the Metropolitan Government of Nashville and Davidson County, Tennessee, (plus penalty and interest, if any) that may be a lien against the Property.
2. Ingress/Egress Easement dated January 19, 1956, recorded in Book 2489, Page 445, Register's Office.
3. Agreements for Dedication of Easement for Sanitary Sewers and/or Storm Drainage to the Metropolitan Government of Nashville and Davidson County, Tennessee, recorded in Book 6529, Page 772, and in Book 6529, Page 788, Register's Office.
4. Master Deed for The Glorywood Condominiums dated March 15, 2007, recorded as Instrument No. 20070323-0035446, Register's Office.
5. Inspection and Maintenance Agreement for Private Stormwater Management Facilities with the Metropolitan Government of Nashville and Davidson County, Tennessee, dated March 12, 2008, recorded as Instrument No. 20080402-0032783, Register's Office.
6. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage Water Mains, Pumps and Appurtenances to the Metropolitan Government of Nashville and Davidson County, Tennessee, dated January 8, 2008, recorded as Instrument No. 20080402-0032823, Register's Office.
7. Grant of Easement to Comcast of Nashville I, LLC, dated October 27, 2008, recorded as Instrument No. 20090112-0002859, Register's Office.
8. Matters shown on the Plan of record in Book 6200, Page 89, 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.

Robt C. Goodrich Jr.
ROBERT C. GOODRICH 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 Robert C. Goodrich Jr., with whom I am personally acquainted, 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 in Nashville, Tennessee, this 27th day of July, 2010.

Kathleen Patti Snow
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 Six Hundred Seventy-Five Thousand and No/100 Dollars ($675,000.00).

Robt C. Goodrich Jr.
Affiant

Subscribed and sworn to before me
this the 27th day of July, 2010.

Kathleen Patti Snow
Notary Public
My commission expires:

KATHLEEN PATTI SNOW
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON
MY COMMISSION EXPIRES: NOVEMBER 4, 2013