BILL GARRETT, Davidson County
Trans:T20100047284 DEEDTRS
Recvd: 08/02/10 14:33 3 pgs
Fees:18.00 Taxes:592.00
20100802-0060507

This instrument prepared by:
Lawless & Associates, P.C.
Suite 403, The Customs House
701 Broadway
Nashville, TN 37203

ADDRESS NEW OWNER:	MAP AND PARCEL NO.:		SEND TAX BILL:
Pinnacle National Bank Special Assets Group 150 Third Avenue South Nashville, TN 37201	Map/par	163-00-128.00	New Owner

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, Hickory Manor II, LTD, L.P. by Deed of Trust dated June 23, 2003, transferred to Jason West, Trustee certain property described in said Deed of Trust (hereinafter the "Property"), said Deed of Trust being filed for record at Instrument No. 20030702-0091812 and modified by instrument of record at Instrument No. 20070822-0100247, Register's Office for Davidson County, Tennessee (hereinafter referred to as "Deed of Trust"); and

WHEREAS, a Substitute Trustee has been appointed by the lawful owner and holder of the indebtedness secured by the Deed of Trust, said appointment being filed for record at Instrument No. 20100212-0011398, Register's Office for Davidson County, Tennessee; and

WHEREAS, the indebtedness secured by the Deed of Trust has become overdue and unpaid and the lawful owner and holder of the debt has called upon the Substitute Trustee to foreclose the Deed of Trust; and

WHEREAS, the Substitute Trustee, after due advertisement on July 5, 12 & 19, 2010, as required by law and as required be the terms of the Deed of Trust, initially offered the Property for sale to the highest bidder for cash, at public outcry at 10:30 a.m. on July 28, 2010 at the Bridgestone Arena, 501 Broadway, Nashville, Tennessee when and where **Pinnacle National Bank** (hereinafter the "Grantee") became the last and highest bidder for cash at a price of One Hundred Sixty Thousand and no/100 Dollars ($160,000.00).

NOW, THEREFORE, in his capacity as Substitute Trustee, and not otherwise, and in consideration of the premises and payment of the sum state above, the receipt and sufficiency of which are acknowledged, **Thomas W. Lawless, as Substitute Trustee** (and not otherwise) does hereby convey the Property to the Grantee and the Grantee's heirs, successors and assigns.

TO HAVE AND TO HOLD said Property in as full and complete manner as the undersigned, in his capacity as Substitute Trustee, and not otherwise, has the power to convey the same.

Thomas W. Lawless, as Substitute Trustee, and not otherwise, warrants the title to the Property to the Grantee and Grantee's heirs, successors and assigns, against the lawful claims of all persons claiming by, through or under him, but no further to or to any greater extent. **The Property is sold AS IS, WHERE IS AND WITH ALL FAULTS, and without any representations or warranties of any kind whatsoever, whether express or implied. Without limiting the foregoing, THE PROPERTY IS TO BE SOLD WITHOUT ANY IMPLIED WARRANTIES OF MECHANTABILITY, CONDITION OR FITNESS FOR A PARTICULAR USE OR PURPOSE. The Substitute Trustee will make no covenant of seisin, marketability of title or warranty of title, express or implied.**

THIS conveyance is subject to all matters shown on any applicable recorded Plat or Plan; any unpaid taxes and assessments (plus penalties, interest and costs) which exists as a lien against the said Property; any restrictive covenants, easements or setback lines that may be applicable; any rights of redemption, equity, statutory or otherwise, not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state of federal; and any and all prior deeds of trusts, liens, dues, assessments, encumbrances, defects, adverse claims and other matters that may take priority over the Deed of Trust upon which this foreclosure sale is conducted or are not extinguished by this Foreclosure Sale. This sale is also subject to any matter that an inspection and accurate survey of the property might disclose.

Whenever used, the singular shall mean the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS my hand on this 28th day of July, 2010.

Thomas W. Lawless, as Substitute Trustee, and not otherwise

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned Notary Public, in and for the said county and state, the within named Thomas W. Lawless, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath acknowledged that he is the appointed Substitute Trustee under the Deed of Trust and as such Substitute Trustee is authorized to execute this instrument and further acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 28th day of July, 2010.

Notary Public

My Commission Expires: 11/7/2012

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $160,000.00.

AFFIANT

Sworn and subscribed before me
this 28th day of July, 2010.

NOTARY

My commission expires: 11/7/2012

EXHIBIT "A"

Being a parcel of land in Nashville, First Civil District, 29th Councilmanic District, Davidson County, Tennessee, located generally in the northwest quadrant of the intersection of Zelida Avenue and Hamilton Church Road, said parcel being a portion of Lot 3 of the Hickory Highlands Master Plat, as of record in Book 6900, Page 562, Register's Office for said County, and being more particularly described as follows:

Being at a point in the westerly right-of-way line of Hamilton Church Road, said point being located N 01 deg. 41' 44" E, 389.98 feet from the northerly terminus of the curve return to Zelida Avenue and Hamilton Church Road; thence leaving said right-of-way of Hamilton Church Road with a severance line, the following calls: N 88 deg. 18' 16" W, 105.08 feet to a point; N 41 deg. 21' 42" W, 556.92 feet to a point in the easterly property line of Southeast Acquisitions, as of record in Book 8105, Page 356, Register's Office for said County; thence with said easterly line of Southeast Acquisitions, the following calls: N 45 deg. 58' 31" E, 41.60 feet to a set iron pin, N 38 deg. 54' 33" E, 127.31 feet to a set iron pin; thence leaving said easterly property line of Southeast Acquisitions and following the easterly property line of CM Property Management, of record in Book 8455, Page 381, Register's Office for said County, N 44 deg. 31' 50" E, 664.32 feet to a set iron pin, thence S 02 deg. 28' 26" W, 273.66 feet to a set iron pin in the westerly property line of Commerce Union Bank, of record in Book 6654, Page 905, Register's Office for said County, said pin also being a point in the westerly right-of-way line along a curve to the left 373.00 feet to a set iron pin, said curve having a central angle of 21 deg. 22' 16", a radius of 1,000.00 feet, a tangent of 188.69 feet and a chord of S 12 deg. 22' 52" W, 370.84 feet; thence continuing with said right of way line, S 01 deg. 41' 44" W, 387.59 feet to the point of beginning, and containing 278,771 square feet or 6.40 acres more or less.

Said property is also known as Lot 2, on the plan of Hickory Manor Apartments of record in Book 9700, Page 103, said Register's Office.

Being the same property conveyed to HICKORY MANOR II, LTD., L.P., by deed from T. TURNER SNODGRASS, of record in Instrument No. 199912280307391, dated December 28, 1999, said Register's Office.

The address of the property is, upon best information and knowledge, believed to be 2920 Hamilton Church Road, Antioch, Davidson County, TN 37013