BILL GARRETT, Davidson County
Trans:T20100051424 DEEDTRS
Recvd: 08/18/10 15:27 5 pgs
Fees:28.00 Taxes:2401.30
20100818-0065424

This instrument prepared by:
Robert C. Goodrich 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.:
FIFTH THIRD BANK ATTN: NATALIE SHOWLEY 200 E. ROBINSON STREET, 10TH FL. ORLANDO, FLORIDA 32801	SAME	034-01-0C-011.00-CO 034-01-0C-012.00-CO 034-01-0C-013.00-CO 034-01-0C-014.00-CO 034-01-0C-015.00-CO 034-01-0C-016.00-CO 034-01-0C-017.00-CO 034-01-0C-018.00-CO 034-01-0C-019.00-CO 034-01-0C-020.00-CO 034-01-0C-021.00-CO 034-01-0C-022.00-CO 034-01-0C-023.00-CO 034-01-0C-024.00-CO 034-01-0C-025.00-CO 034-01-0C-026.00-CO 034-01-0C-027.00-CO 034-01-0C-028.00-CO 034-01-0C-031.00-CO 034-01-0C-032.00-CO 034-01-0C-033.00-CO 034-01-0C-034.00-CO 034-01-0C-035.00-CO 034-01-0C-036.00-CO 034-01-0C-037.00-CO 034-01-0C-038.00-CO 034-01-0C-039.00-CO 034-01-0C-040.00-CO 034-01-0C-042.00-CO

SUCCESSOR TRUSTEE'S DEED

This Successor Trustee's Deed is made and entered into on this the 17th day of August, 2010, by Robert C. Goodrich Jr., Successor Trustee ("**Successor Trustee**").

WHEREAS, by *Deed of Trust* dated November 8, 2001, of record as Instrument No. 20011109-0123622, Register's Office for Davidson County, Tennessee ("**Register's Office**"), as amended by that certain *Modification Agreement and Amendment to Promissory Note and Related Loan Documents* dated March 23, 2007, of record as Instrument No. 20070330-0037933, Register's Office, and as further amended by that certain *Second Modification Agreement and Amendment to Promissory Note and Related Loan Documents* dated June 26, 2008, of record as Instrument No. 20080627-0066572, Register's Office (as amended, the "**Deed of Trust**"), William D. Castleman and wife, Elizabeth Ellen Castleman (collectively, "**Grantor**"), conveyed to John T. Flaugher, 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 Fifth Third Bank, an Ohio banking corporation ("**Lender**"); and

WHEREAS, the Indebtedness became overdue and unpaid, and other conditions of default occurred, by reason of which 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, Robert C. Goodrich Jr. ("**Successor Trustee**"), has been duly appointed as Successor Trustee in the place and stead of John T. Flaugher, Trustee, by appointment recorded as Instrument No. 20100608-0044554, 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 1:30 p.m. CST on July 27, 2010, at the front door of the Davidson County Courthouse, 1 Public Square, 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 1:30 p.m. CST 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 Fifth Third Bank in response to its bid at the price of Six Hundred Forty-Nine Thousand and No/100 Dollars ($649,000.00), which was a credit bid (the "**Credit Bid**"), this being the highest, last and best bid.

NOW, THEREFORE, I, Robert C. Goodrich 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 Fifth Third Bank, an Ohio banking corporation, its successors and assigns ("**Grantee**"), all of my right, title and interest in and to the following described real property together with all improvements now or hereafter erected on the real property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such 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, all of

which, including replacement and additions thereto, shall be deemed to be and remain a part of the real property covered by this Deed of Trust (collectively, the "**Property**"):

Land in Davidson County, Tennessee, being Unit Nos. 204A, 204B, 205A, 205B, 206A, 206B, and 207B, as shown on the map entitled Glancy Square, a Planned Unit Development, a Horizontal Property Regime, of record in Plat Book 6200, page 355 and amended in Plat Book 7900, page 454 and Book 11272, page 622, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to Elizabeth Ellen Castleman, by deed from Union Planters National Bank, formerly Fidelity Federal Bank, a federal savings bank, of record in Book 8731, page 226, dated September 16, 1992, said Register's Office. Being further conveyed to William D. Castleman and wife, Elizabeth Ellen Castleman, by Quitclaim Deed from Daniel L. Wischhof, of record in Book 9503, page 499, dated October 25, 1994, said Register's Office. Being further conveyed to Elizabeth Ellen Castleman by Quitclaim Deed from William D. Castleman, of record in Instrument No. 20070222-0021734, dated February 15, 2007, said Register's Office; and

Land in Davidson County, Tennessee, being Unit Nos. 106A, 106B, 107A, 107B, 108A, 108B, 109A, 109B, 110A, 110B, 111A, 111B, 112A, 112B, 113A, 113B, 114A, 114B, 202A, 202B, 203A and 203B, as shown on the map entitled Glancy Square, a Planned Unit Development, Horizontal Property Regime, of record in Plat Book 6200, page 355 and amended in Plat Book 7900, page 454 and Book 11272, page 622, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to Elizabeth Ellen Castleman, by deed from Union Planters National Bank, formerly Fidelity Federal Bank, a federal savings bank, of record in Book 8731, page 226, dated September 16, 1992, said Register's Office. Being further conveyed to William D. Castleman and wife, Elizabeth Ellen Castleman, by Quitclaim Deed from Daniel L. Wischhof, of record in Book 9503, page 499, dated October 25, 1994, said Register's Office. Being further conveyed to Elizabeth Ellen Castleman by Quitclaim Deed from William D. Castleman, of record in Instrument No. 20070711-0082727, dated June 15, 2007, said Register's Office.

The street address of the Property is believed to be 110 Glancy Street, Goodlettsville, Tennessee 37072, but such address is 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. Deed of Trust dated November 29, 2006, executed by Grantor to Ed Mayberry, Trustee, for the benefit of First Independent Bank, of record as Instrument No. 20061130-0147741, as amended in Instrument No. 20080502-0045038 and Instrument No. 20080516-0050762, Register's Office.

3. Matters shown on the Plan of record in Plat Book 6200, page 535 and amended in Plat Book 7900, page 454 and amended in Book 11272, page 622, Register's Office.

4. Master Deed of record in Book 8793, page 328, Register's Office.

5. Declaration of Covenants, Conditions, Liens, Easements and Restrictions of record in Book 8793, page 347, amended in Book 8793, page 384, Book 8833, page 94 and Book 8833, page 96, Register's Office.

6. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 4388, page 583, 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 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 (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 17th day of August, 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 Forty-Nine Thousand and No/100 Dollars ($649,000.00).

Robt C. Goodrich
Affiant

Subscribed and sworn to before me
this the 17th day of August, 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

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