File Box 98
First Title + Escrow

BILL GARRETT, Davidson County
Trans:T20100067702 DEEDTRS
Recvd: 10/26/10 09:00 6 pgs
Fees:33.00 Taxes:2405.00
20101026-0085520

This Instrument Prepared By:
George E. Mudter, Jr., Esq.
Mudter & Patterson
2000 Richard Jones Road, Suite 110
Nashville, TN 37215

Name and Address of New Owner:	**Send Tax Bills to:**	**Tax Map & Parcel No.:**
Liberty Life Insurance Company 2000 Wade Hampton Boulevard Greenville, SC 29615	Same	05108021800

TRUSTEE'S DEED

THIS INSTRUMENT is made and entered into as of the 25th day of October, 2010, by and between GEORGE E. MUDTER, JR. in his capacity as Trustee ("Trustee") and LIBERTY LIFE INSURANCE COMPANY ("Grantee").

W I T N E S S E T H:

WHEREAS, on May 17, 2002, MRW Retail Joint Venture, a Tennessee joint venture, executed a Deed of Trust, Assignment of Leases, and Security Agreement (the "Deed of Trust") to the Trustee to secure the prompt payment of certain indebtedness evidenced by a promissory note (the "Note") of even date therewith held by and owing to Liberty Life Insurance Company ("Lender") said indebtedness being more particularly described in the Deed of Trust which is of record in the Register's Office of Davidson County, Tennessee as Instrument No. 20020520-0061256, as corrected by Instrument of Correction which is recorded as Instrument No. 20020610-0070098, Register's Office of Davidson County, Tennessee, to which reference is hereby made; and

WHEREAS, the Deed of Trust was modified and assumed by **DUE WEST PROFESSIONAL BUILDING, LLC**, a Tennessee limited liability company, pursuant to an Assumption and Loan Modification Agreement dated August 18, 2008, and recorded as Instrument No. 20080822-0086701, Register's Office of Davidson County, Tennessee; and

WHEREAS, default was made in the payment of the aforesaid indebtedness and in the performance of the covenants described in the Deed of Trust, by reason of which the entire balance owing thereunder was declared to be due and payable; and

WHEREAS, by virtue of the power and authority vested in me as Trustee under the Deed of Trust, at the request of Lender, being the owner and holder of the indebtedness secured thereby, and for the purposes of effecting payment and satisfaction of the indebtedness, including principal, interest, late charges, attorney's fees and costs of sale, I, George E. Mudter, Jr., as Trustee, did on October 25, 2010, commencing at 12:00 o'clock noon local time, pursuant to advertisement of sale published in The Tennessean/Davidson in its editions of October 1, 2010, October 8, 2010, and October 15, 2010, offer for sale and sold at public auction to the highest and best bidder for cash at the south main door of the Davidson County Courthouse, One Public Square, Nashville, Tennessee, in bar of all equities of redemption, homestead, dower, and all other rights and exemptions of every kind, including statutory rights of redemption under T.C.A. § 66-8-101, but only to the extent expressly waived in the Deed of Trust, the hereinafter described real estate, at which sale the Grantee became the highest and best bidder at and for the sum of Six Hundred Fifty Thousand and 00/100 dollars ($650,000.00), which sum was set off against the indebtedness evidenced by the Note.

NOW, THEREFORE, I, George E. Mudter, Jr., Trustee, exercising the power and authority vested in me as Trustee but not further or otherwise, in consideration of the payment of the sum stated above, do hereby transfer and convey to Grantee, its successors and assigns, the following described real estate:

TRACT I:

Being a tract of land lying in Nashville, Davidson County, Tennessee, also being Lot 2 on the subdivision of Due West Shopping Center, as of record in Plat Book 7900, page 609, Register's Office for Davidson County, Tennessee, and being more particularly described according to a survey by R. Scott Cherry T.L.S. No. 1512, dated March 28, 2002, last revised May 8, 2002, as follows:

Beginning at an existing iron rod at the intersection of the northerly right-of-way line of Due West Avenue, 60 feet in width, and the easterly right-of-way line of CSX Transportation Railroad, 85 feet in width;

Thence leaving the northerly right-of-way line of Due West Avenue, with the easterly right-of-way line of CSX Transportation Railroad, North 21 degrees 24 minutes 37 seconds East, 331.37 feet to an existing iron rod at a corner common with the property of MRW Retail Joint Venture as of record in Instrument Number 20010802-0082482, Register's Office for Davidson County, Tennessee, also being Lot 1 of said subdivision of Due West Shopping Center.

Thence leaving the Easterly right-of-way line of CSX Transportation Railroad, with the Southerly property line of said MRW Retail Joint Venture, South 64 degrees 44 minutes 26 seconds East, 347.60 feet to an existing "PK" Nail in the Easterly property line of said MRW Retail Joint Venture;

Thence with the easterly property line of said MRW Retail Joint Venture, North 25 degrees 19 minutes 59 seconds East 254.64 feet to an existing "PK" nail in the westerly property line of Rabon W. Johnson and Gary A. Toliver, as of record in Book 9266, page 456, Register's Office for Davidson County, Tennessee.

Thence with the westerly property line of Rabon W. Johnson and Gary A. Toliver, also with the westerly property line of Lot 2 of Yates Motor Co., Inc. property subdivision as of record in Plat Book 4660, page 130, Register's Office for Davidson County, Tennessee, being the property of Yates Motor Co., Inc. as of record in Book 1878, page 93, Register's Office for Davidson County, Tennessee, South 22 degrees 42 minutes 20 seconds West, 371.00 feet to an existing iron rod in the northerly right-of-way line of said Due West Avenue;

Thence with the Northerly right-of-way line of Due West Avenue, North 85 degrees 09 minutes 00 seconds West, 494.75 feet to the point of beginning, containing 139,128 square feet or 3.194 acres more or less.

TRACT II:

The easements and other rights set forth in and created by that certain Deed of Declaration of record in Book 9116, page 593, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Due West Professional Building, LLC, a Tennessee limited liability company by Limited Warranty Deed from MRW Retail Joint Venture, a Tennessee joint venture, of record as Instrument No. 20080818-0084729, Register's Office for Davidson County, Tennessee.

The street address of the property is 1160 Due West Avenue, Madison, Tennessee, but said address is not part of the legal description of the Property. In the event of any discrepancy, the legal description herein shall control.

This conveyance is made subject to:

1. Any and all unpaid *ad valorem* taxes payable to Davidson County, Tennessee, that may be a lien against the property.
2. Rights or claims of tenants in possession under unrecorded leases.
3. Easements to the Metropolitan Government of Nashville and Davidson County for sanitary sewers and/or storm drainage, of record in Book 4255, page 490, Register's Office for Davidson County, Tennessee.
4. Easements to the Metropolitan Government of Nashville and Davidson County for sanitary sewers and/or storm drainage, of record in Book 5368, page 988, Register's Office for Davidson County, Tennessee (as to Tract II only).
5. Exception to Easement of record in Book 5337, page 600, Register's Office for Davidson County, Tennessee (as to Tract II only).
6. Easement to Davidson County of record in Book 3429, page 88, Register's Office for Davidson County, Tennessee (as to Tract II only).
7. Easement for ingress and egress of record in Book 3308, page 19, Register's Office for Davidson County, Tennessee (as to Tract II only).
8. Deed of Declaration of record in Book 9116, page 593, Register's Office for Davidson County, Tennessee.
9. All matters shown on Plat recorded in Book 7900, page 609, Register's Office for Davidson County, Tennessee.
10. Reciprocal Ingress, Egress and Parking Easement Agreement appearing as Instrument No. 20010802-0082479, Register's Office for Davidson County, Tennessee as amended in Amendment to Reciprocal Ingress, Egress and Parking Easement

Agreement appearing as Instrument No. 20010802-0082480, Register's Office for Davidson County, Tennessee.

11. Reciprocal Easement Agreement between MRW Retail Joint Venture and Lebberes Realty Corp. recorded as Instrument No. 20040922-0114044, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD the aforesaid real property in as full and complete manner as the undersigned, in his capacity as Trustee, and not further or otherwise, has the power to convey the same.

George E. Mudter, Jr. as Trustee, and not further or otherwise, warrants the title to said property to the Grantee, and its successors and assigns, against the lawful claims of all persons claiming by, through or under him, but not further or otherwise.

IN WITNESS WHEREOF, I, George E. Mudter, Jr., Trustee, have executed this instrument to be effective the date first above written.

TRUSTEE

George E. Mudter, Jr., Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, Notary Public, George E. Mudter, Jr., Trustee, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 25th day of October, 2010.

Beth M. Brock
Notary Public

My Commission Expires:

BETH M. BROCK
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY, TENN.
My Commission Expires FEB. 19, 2013

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $650,000.00.

Sworn to and subscribed before me
this 25th day of October, 2010.

Beth M. Brock
Notary Public

My Commission Expires: _____

BETH M. BROCK
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY, TENN.
My Commission Expires FEB. 19, 2013