BILL GARRETT, Davidson County
Trans:T20100067914 DEEDTRS
Recvd: 10/26/10 14:18 3 pgs
Fees:18.00 Taxes:592.00
20101026-0085738

This Instrument Prepared By:

David M. Smythe
Smythe & Huff
Suite 333- Pilcher Building
144 Second Avenue, North
Nashville, TN 37201.
(615) 255-4849

SUBSTITUTE TRUSTEE'S DEED

Address New Owner(s) As Follows:	Send Tax Bills To:	Map-Parcel Nos.
Civic Bank & Trust	Same	Map No. 092-05-0
3325 West End Avenue		Parcel Nos. E00100Co
Nashville, Tennessee 37203		E00200Co

I, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $160,000.00.

Affiant

Subscribed and sworn to before me, this 26th day of October, 2010.

Notary Public

My Commission Expires: 8-23-2011

D. JEFFERSON HERRING
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

WHEREAS, by Deed of Trust dated July 2, 2008, of record in Instrument No. 20080711-0071365, Register's office for Davidson County, Tennessee, Corpus 905, LLC, conveyed to Mark L. Trogdon, Trustee, the hereinafter described property for the purpose of securing the payment of the indebtedness and performance of the obligations therein set forth; and

WHEREAS, the holder of the debt secured the appointment of undersigned as Substitute Trustee by instrument of record in Instrument No. 20100202-0008358, said Register's office; and

WHEREAS, default was made in the terms and conditions of said Deed of Trust, and the beneficiary requested the undersigned to advertise and sell said property under the terms and provisions of said Deed of Trust; and

WHEREAS, in pursuance of said request of said beneficiary, the said property was advertised for sale in conformity with the terms and provisions of said Deed of Trust and such ad appeared in The Tennessean / Davidson A.M. edition on October 1, 2010, October 8, 2010 and October 15, 2010; and

WHEREAS, pursuant to the Notice of Sale, the foreclosure sale was appointed to be held on the 25th day of October, 2010, at 10:00 o'clock a.m. at the south front door of the Davidson County Courthouse, James Robertson Parkway, Nashville, Tennessee; and

WHEREAS, at the time and place mentioned in said advertisement, the undersigned offered said property for sale at public outcry to the highest and best bidder for cash at which sale, Civic Bank & Trust, being the highest and best bidder, became the purchaser of said property at and for the sum of One Hundred Sixty Thousand Dollars ($160,000.00).

NOW, THEREFORE, in consideration of the premises, and the said purchase price bid and paid, undersigned, as the Substitute Trustee, does hereby grant, bargain, sell, transfer, and convey unto Civic Bank & Trust, the following real estate:

> Land in Davidson County, Tennessee, being Lot No. 20, of Block 32, on the plan of Midway, as of record in Book 421, Page 11, Register's Office for said County.
>
> Said Lot No. 20 fronts 50 feet on the easterly side of 33rd Avenue, North, formerly Killarney Street and runs back between parallel lines with the northerly margin of Eden Avenue, 150 feet to an alley.
>
> The description above is not the same as shown in the Warranty Deed from Michael L. Streams to Corpus 905, LLC, of record in Instrument No. 20080502-0045560, said Register's Office, but is corrected by Affidavit of Scrivener's Error of record as Instrument No. 20080520-0051806, said Register's Office.

to have and to hold the same, together with all the hereditaments, improvements, buildings, easements, and appurtenances therein and thereunto belonging and appertaining, in fee simple, forever and free from all right of appraisement, homestead exemption, as well as an equity of redemption, statutory right of redemption and all other rights or exemptions of every kind, including a statutory right to an elective share in the property in the Maker of said Deed of Trust and all persons claiming through and under said Maker.

UNDERSIGNED, as Substitute Trustee, does hereby transfer, assign, and set over unto Civic Bank & Trust, its successors and assigns, all of the covenants or warranties contained in the aforesaid Deed of Trust, and does hereby warrant the title to the aforesaid real estate as fully and completely as he is authorized to do as such Substitute Trustee, but no further or otherwise. Undersigned makes no warranties as to condition, location or set back of improvements on the property. The property is subject to all easements or restrictions of record in the Register's Office. This conveyance is subject to such priority tax liens and prior encumbrances as may appear of record, as well as all ad valorem property taxes which may be of record or applicable to said property.

The designation of the parties to this instrument in either the plural or singular shall be applied to mean either number, and where appropriate in the context hereof, shall mean any one or more of said parties, and any pronoun used herein shall include the masculine, feminine and neuter genders.

IN WITNESS WHEREOF, undersigned has hereunto set his hand and seal, this 26th day of October, 2010.

David M. Smythe, Substitute Trustee

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, D. JEFFERSON HERRING, a Notary Public in and for the said county and State, the within named bargainor, David M. Smythe, Substitute Trustee, with whom I am personally acquainted, (or who proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purpose therein contained.

Witness my hand and official seal at office this 26th day of October, 2010.

D. Jefferson Herring
Notary Public

My Commission Expires: 8-25-2011

D. JEFFERSON HERRING
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.