BILL GARRETT, Davidson County
Trans:T20100071102 DEEDTRS
Recvd: 11/09/10 10:47 4 pgs
Fees:23.00 Taxes:1631.70
20101109-0089886

This instrument prepared by:
Miranda R. Christy
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 201 North Tryon Street St 1600 MD: NFT16F Charlotte, NC 28202 Attn: Keith Holton	SAME	120-6-45

SUCCESSOR TRUSTEE'S DEED

This Successor Trustee's Deed is made and entered into on this the 5th day of November, 2010, by Miranda R. Christy, Successor Trustee ("Successor Trustee").

WHEREAS, by certain *Deed of Trust* dated May 6, 1998, recorded in Book 10920, Page 301 (the "Deed of Trust"), in the Register's Office of Davidson County, Tennessee (the "Register's Office"), Charles W. Mars and Ruby Mars (the "Grantor"), conveyed to Ronald G. Turner, 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 Fifth Third 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 Miranda R. Christy to serve as Successor Trustee in place of Ronald G. Turner, Trustee, by appointment recorded as Instrument No. 20100715-0055621, Register's Office, in accordance with the terms of the Deed of Trust; 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 on Tuesday, August 24, 2010 at 11:00 a.m. prevailing Central time, adjourned until Friday, September 24, 2010, at 11:00 a.m. prevailing Central time as announced at the time and place originally scheduled, adjourned again until Friday, October 1, 2010, at 11:00 a.m. prevailing Central time as announced at the time and place previously determined, and adjourned again until Friday, November 5, 2010 at 11:00 a.m. prevailing Central time as announced at the time and place previously determined, at the front door of the Davidson County Courthouse, One Public Square, Nashville, Tennessee 37201 (the "Foreclosure Notice"), such

Foreclosure Notice appearing in said paper on August 2, 2010, August 9, 2010 and August 16, 2010; and

WHEREAS, the Successor Trustee further sent a copy of the Foreclosure Notice to such interested persons 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 rescheduled time and place as announced at the time and place specified in the Foreclosure Notice, and shortly after 11:00 a.m. Central time on the specified date and time, offered the Property for sale, and after opening the floor for competitive bids, sold the Property to Lender in response to its bid at the price of Four Hundred Forty-One Thousand and No/100 ($441,000.00) (the "Credit Bid"), this being the highest, last and best bid.

NOW, THEREFORE, I, Miranda R. Christy, Successor Trustee as aforesaid, in consideration of the premises and the Credit Bid, by these presents do transfer and convey unto FIFTH THIRD BANK, an Ohio banking corporation, 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 No. 1, on the First Revision Resubdivision, Lot 2, Sky Harbor Subdivision of record in Plat Book 6200, page 398, in the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.
>
> Being part of the same property conveyed to Ruby G. Mars, surviving tenant by deeds from Henry Hudson and wife, Ruth C. Hudson to Charles W. Mars and wife, Ruby G. Mars filed in Book 5147, page 767, and Book 5271, page 554, in the Register's Office for Davidson County, Tennessee.

To have and to hold the Property, and free from all legal, equitable and statutory rights of redemption (including, but not limited to, all rights of redemption set forth in Section 66-8-101 et seq. of Tennessee Code Annotated), exemptions of homestead, rights by virtue of marriage, and all other exemptions (statutory and otherwise) 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 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. Metro taxes for 2010, a lien not yet due and payable.

2. Subject to all matters shown on the plan filed in Book 6200, page 398, in Register's Office for Davidson County, Tennessee, including, but not limited to a joint access easement.

3. Lack of direct access to the controlled access highway as set out in Book 4037, page 973, Register's Office for Davidson County, Tennessee.

4. Possible lack of direct access to Murfreesboro Road.

5. Possible lack of access to parking area along Murfreesboro Road without encroachment onto property adjoining to south, shown as Map-Parcel 120-06-046 on the Metro Tax Maps.

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.

Miranda R. Christy

MIRANDA R. CHRISTY,
SUCCESSOR TRUSTEE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Cynthia L. Shaffer, a Notary Public of the State and County aforesaid, personally appeared Miranda R. Christy, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the Successor Trustee, and that she as such Successor Trustee, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing her name as Successor Trustee.

Witness my hand and seal, at office in Nashville, Tennessee, this 9th day of November, 2010.

Cynthia C. Shaffer

Notary Public

My Commission Expires: 5/6/2013

CYNTHIA L. SHAFFER
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON

MY COMMISSION EXPIRES
MAY 6, 2013

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is Four Hundred Forty-One Thousand and No/100 ($441,000.00).

Sharon K. Staley

Affiant

Sworn to and subscribed before me
this 9th day of November, 2010.

Cynthia C Shaffer

Notary Public
My commission expires: 5/6/2013

CYNTHIA L. SHAFFER
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON

MY COMMISSION EXPIRES:
MAY 6, 2013