BILL GARRETT, Davidson County
Trans:T20100072118 DEEDTRS
Recvd: 11/15/10 10:19 4 pgs
Fees:23.00 Taxes:643.80
20101115-0091148

Prepared By:
Puryear, Newman & Morton, PLLC
130 Fourth Avenue South
Franklin, TN 37064
Telephone 615.790.2444

Address of New Owner:	**Send Tax Bills To:**	**Map and Parcel**
Peoples State Bank of Commerce **7122 Nolensville Road** **Nolensville, TN 37135**	**Same**	**173 04 0B 009.00CO**

SUCCESSOR TRUSTEE'S DEED

This Successor Trustee's Deed is made and entered into on this the 12th day of November, 2010, by Charles E. Morton IV, Successor Trustee ("Successor Trustee").

WHEREAS, by Deed of Trust dated June 19, 2007, of record in instrument number 20070620-0073684, Register's Office for Davidson County, Tennessee (the "Deed of Trust"), Mario Miller (the "Grantor") conveyed to Trustee, the Property (as hereinafter defined) to secure payment to Peoples State Bank of Commerce (the "Lender") of a certain indebtedness described in the Deed of Trust (the "Indebtedness"); 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 Charles E. Morton IV to serve as Successor Trustee in accordance with the terms of the Deed of Trust by an instrument of record, number 20100924-0076041, said 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 *Tennessean* that the Property would be sold at 10:15 a.m. on November 3, 2010, at the front door of the Davidson County Courthouse, 1 Public Square, Nashville, Tennessee, (the "Foreclosure Notice"), such Foreclosure Notice appearing in said paper on October 8, October 15 and October 22, 2010; and

WHEREAS, the sale was announced and continued to 2 pm on November 10, 2010, at the front door of the Davidson County Courthouse; and

WHEREAS, the Successor Trustee further sent a copy of the Foreclosure Notice to Grantor, and following the appearance of the Foreclosure Notice in said newspaper the default was not cured; and

WHEREAS, the Successor Trustee at the time, place and date specified in the Foreclosure Notice offered the Property for sale, and after opening the floor for competitive bids, sold the Property to Peoples State Bank of Commerce for the price of One Hundred Seventy Four Thousand and No/100 Dollars ($174,000.00), this being the highest, last and best bid.

NOW, THEREFORE, I, Charles E. Morton IV, Successor Trustee as aforesaid, in consideration of the premises and the sum of $174,000.00, to me in hand paid as a credit bid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto **Peoples State Bank of Commerce,** 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:

> BEING Lot No. 9 on plan of the Blue Hole Pointe, of record in instrument number 20060615-0071336 Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a complete and accurate description of said lots.
>
> BEING the same property conveyed to Mario Miller by Warranty Deed from Three D Builders, LLC, dated June 19, 2007 of record in instrument number 20070620-0073683, Register's Office for Davidson County, Tennessee.

To have and to hold the Property free of rights of redemption, statutory or otherwise, including but not limited to rights under T.C.A. § 66-8-101, *et seq.*, all homestead, dower, and all other exemptions and marital rights as provided in, but only to the extent provided 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 diligence 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 the 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 attorneys' fees, arising out of or in connection with any of the foregoing.

Said sale 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, the sale is subject to them, and to the extent such matters do not, the Property does not remain subject to them:

1. Any and all unpaid real and personalty taxes, plus penalty and interest, if any.

2. Any mechanics' and materialmen's liens, filed or unified.

3. Title to that portion of the Property lying within the bounds of any roads, streets, or highways.

4. Such easements, building lines, recorded plans and restrictions as may be applicable.

5. Any rights of redemption or otherwise held by the Internal Revenue Service as provided for in 26 U.S.C. Sub. Sec. 7425(d)(1) and/or any rights of redemption or otherwise held by the State of Tennessee as provided for in T.C.A. Sec. 67-1-1433(c)(1).

6. Rights or claims of parties in possession.

7. Encroachments, overlaps, boundary line disputes or other matters which would be shown by an accurate survey or inspection of the Property.

8. Any and all deeds of trust and/or fixture filings which take priority over the Deed of Trust.

9. Subject to the liens for any unpaid assessments and/or special assessments.

10. Any and all other matters, including, without limitation, liens, easements, restrictions, claims, defects, encumbrances, adverse claims and other matters which take priority over the Deed of Trust.

WITNESS the signature of the Successor Trustee on this the day and date first above written.

CHARLES E. MORTON IV

SUCCESSOR TRUSTEE

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Personally appeared before me, Amanda Minor, a Notary Public, Charles E. Morton IV, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Successor Trustee, and that he as such Successor Trustee, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name as Successor Trustee.

Witness my hand at office this 12 day of November, 2010.

Amanda Minor
Notary Public

AMANDA MINOR STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF WILLIAMSON

My Commission Expires:
8.10.14

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

The actual consideration or value, whichever is greater, for this transfer is One Hundred Seventy Four Thousand Dollars ($174,000.00).

CEM
Affiant

Sworn to and subscribed before me this 12 day of November, 2010.

AMANDA MINOR STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF WILLIAMSON

Amanda Minor
Notary Public
My Commission Expires 8.10.14