This instrument prepared by:
Ronald G. Steen, Jr.
Stites & Harbison PLLC
401 Commerce Street, Suite 800
Nashville, Tennessee 37219

BILL GARRETT, Davidson County
Trans:T20100073369 DEEDTRS
Recvd: 11/18/10 15:52 4 pgs
Fees:23.00 Taxes:5550.00
20101118-0092525

Address New Owner as follows:	Send Tax Bills To:	Map and Parcel No.:
Pinnacle National Bank Attn: Allen Dixon 2019 Richard Jones Road Nashville, TN 37215-2801	Same	Map 93-2-4; Parcel 17

SUCCESSOR TRUSTEE'S DEED

This Successor Trustee's Deed is made and entered into on this the 15th day of November, 2010, by Ronald G. Steen, Jr., Successor Trustee ("Successor Trustee").

WHEREAS, by dated May 21, 2008, recorded as Instrument # 20080527-0053239, (the "Deed of Trust"), in the Register's Office of Davidson County, Tennessee (the "Register's Office"), Trial Lawyers Institute, Inc. (the "Grantor") conveyed to Hugh M. Queener, 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 Pinnacle National 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 Ronald G. Steen, Jr., to serve as Successor Trustee in place and stead of Hugh M. Queener, Trustee, by appointment recorded recorded as Instrument # 20100924-0076393, Register's Office, in accordance with the terms of the Deed of Trust; and

WHEREAS, Lender directed the Successor Trustee to sell the Property (defined below) as provided in the Deed of Trust, and the Successor Trustee caused notice to be published in ***The City Paper*** the Property (defined below) would be sold at **10:15 a.m. Central Time** on **Monday, November 15, 2010**, at the front door of the Davidson County Courthouse, One Public Square, Nashville, TN (the "Foreclosure Notice"), such Foreclosure Notice appearing in said paper on October 25, 2010, November 1, 2010, and November 8, 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, the Successor Trustee appeared at the time and place specified in the Foreclosure Notice, and shortly after 10:15 a.m. Central Time, offered the Property (defined below) for sale, and after opening the floor for competitive bids, sold the Property (defined below) to Pinnacle National Bank in response to its bid at the price of One Million Five Hundred Thousand and 00/100 Dollars ($1,500,000.00), this being the highest, last and best bid.

NOW, THEREFORE, I, Ronald G. Steen, Jr., Successor Trustee as aforesaid, in consideration of the premises and the sum of $1,500,000.00, by these presents do transfer and convey unto Pinnacle National Bank, 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 existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the Real Property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in Davidson County, Tennessee (collectively, the "Property"), and more particularly described as follows, to wit:

> Being a parcel of land in the First Civil District of Davidson, County, Tennessee, located on Church Street between First Avenue North and Second Avenue North, being part of Lot No. 12 in the original Town of Nashville, not of record, and being more particularly described as follows:
>
> Beginning at the point of intersection of the westerly margin of First Avenue North and the southerly margin of Church Street, thence with said margin of First Avenue North S 27°02'00" E 78.30 feet to the outside edge (corner) of building; thence leaving said margin S 62°38'00" W 208.76 feet to the easterly margin of Second Avenue North; thence with said margin N 27°01'00" W 18.85 feet to a point, said point being 59.1 feet south of the southerly margin of Church Street; thence leaving said Second Avenue North, N 62°32'00" E 103.00 feet to a point; thence N 27°01'00" W 59.07 feet to the southerly margin of Church Street; thence with said margin N 62°32'00" E 105.74 feet to the point of beginning, described according to the survey dated October 25, 1994 prepared by Howard W. Anderson, Tennessee No. 527, A&A Engineers, Inc., P.O. Box 40048, Nashville, Tennessee 37204, Job No. 5321-94.
>
> Being the same property conveyed to Trial Lawyers Institute, Inc., a Tennessee corporation by Special Warranty Deed from West End Land Development Co., L.P., a Tennessee limited partnership, of record in Instrument No. 20030402-0043476, Register's Office for Davidson County, Tennessee.

To have and to hold the Property in bar of the equity of redemption, dower, homestead, and all other exemptions 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 Trustee 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. Any and all unpaid *ad valorem* taxes payable to Davidson County, Tennessee (plus penalty and interest, if any) that may be a lien against the Property.

2. Rights and claims of parties in possession.

3. Any facts, rights, interests or claims which could be ascertained by an inspection of the Property or by making inquiry of the person(s) in possession of the Property.

4. Any mechanics' and materialmen's liens, filed or unfiled, which take priority over the Deed of Trust upon which this foreclosure sale is had.

5. Any discrepancies, conflicts, easements, boundary line disputes, encroachments or protrusions, or overlapping of improvements which would be disclosed by an inspection and accurate survey of the subject Property.

6. Liens for any unpaid assessments and/or special assessments.

7. Unrecorded Easement and Right of Way Agreement, dated September 15, 1994, from Lion Investment Holdings, L.P. to VSC Cable, Inc. d/b/a Viacom Cable.

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.

RONALD G. STEEN, JR.,
SUCCESSOR TRUSTEE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Margaret Dennis, a Notary Public of the State and County aforesaid, personally appeared Ronald G. Steen, 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 in Nashville, Tennessee, this 15th day of November, 2010.

Margaret A. Dennis
Notary Public

My commission expires: May 8, 2012

MARGARET A. DENNIS STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF DAVIDSON

STATE OF TENNESSEE
COUNTY OF DAVIDSON MY COMMISSION EXPIRES: MAY 8, 2012

The actual consideration or value, whichever is greater, for this transfer is One Million Five Hundred Thousand and 00/100 Dollars ($1,500,000.00).

Affiant

Subscribed and sworn to before me
this the 15th day of November, 2010.

Margaret A. Dennis
Notary Public
My commission expires: May 8, 2012

MARGARET A. DENNIS STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF DAVIDSON

MY COMMISSION EXPIRES:
MAY 8, 2012