THIS INSTRUMENT PREPARED BY:
CHAFFIN & BURNSED, PLLC
2909 Poston Avenue
Fridrich Building, 1st Floor
Nashville, Tennessee 37203

Davidson County DEEDTRS
Recvd: 12/09/10 14:38 6 pgs
Fees:33.00 Taxes:1665.00
20101209-0098256

ADDRESS NEW OWNER:

Renasant Bank
Attention: Special Assets
1820 West End Avenue
Nashville, TN 37203

SEND TAX BILLS TO:

SAME

MAP/PARCEL:

149-00-0E-001.00
through
149-00-0E-048.00

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, there has occurred one or more acts of default in the note evidencing the indebtedness owed to Renasant Bank, successor in interest to Capital Bank & Trust Company ("Lender");

WHEREAS, Lender is the beneficiary of the Deed of Trust of record in Instrument No. 20060303-0024641, Register's Office for Davidson County, Tennessee, (hereinafter referred to as "Deed of Trust"). Said Deed of Trust secures to the Lender the payment in full of the note evidencing the subject indebtedness and any other obligations then existing or arising thereafter;

WHEREAS, said Deed of Trust was amended by Modification of Deed of Trust, dated March 22, 2007, of record in Instrument No. 20070404-0040440, Register's Office for Davidson County, Tennessee; Modification of Promissory Note, Deed of Trust and Related Loan Documents, dated July 6, 2007, of record in Instrument No. 20070712-0082820, said Register's Office; Second Amendment to Real Estate Deed of Trust, dated October 15, 2008, of record in Instrument No. 20081029-0108131, said Register's Office; Third Modification of Promissory Note, Deed of Trust and Related Loan Documents, dated September 22, 2009, of record in Instrument No. 20090925-0089160, said Register's Office;

WHEREAS, by and through the above described Deed of Trust, the grantor, Fischer & Ford Group, LLC, a Tennessee limited liability company, [the "Borrower"], conveyed the real property described herein to R. Rick Hart, Trustee, for the benefit of the Lender, with power of sale;

WHEREAS, the Lender pursuant to the terms and conditions of the above Deed of Trust, did appoint R. Garry Chaffin as Substitute Trustee, to serve in the stead of the Trustee with all powers granted unto the Trustee, such appointment appearing of record in Instrument No. 20101020-0083949, Register's Office for Davidson County, Tennessee;

WHEREAS, one (1) state tax lien has been filed by the State of Tennessee Department of Revenue on February 16, 2010 in Instrument No. 20100216-0011470, Register's Office for Davidson County, Tennessee, against taxpayer Fischer & Ford Group, LLC.

WHEREAS, the notice required by Tennessee Code Annotated Section 67-1-1443 (b)(1) to be given has been timely given and the sale of the property described herein shall be subject to the right of the State of Tennessee Department of Revenue to redeem the land as provided for in Tennessee Code Annotated Section 67-1-1433 (c)(1) and any other applicable statute.

WHEREAS, the requirements pursuant to Tennessee Code Annotated Section 35-5-117 were met;

WHEREAS, Lender notified the Substitute Trustee of the default by the Borrower in the payments called for in the note secured by the above Deed of Trust and demanded that the Trustee advertise the subject property for sale pursuant to the terms and conditions of the said Deed of Trust;

WHEREAS, the Substitute Trustee did advertise the property for sale in the "The Tennessean – Davidson AM" on October 29, 2010, November 5, 2010, and November 12, 2010, in accordance with and in fulfillment of the requirements of the above Deed of Trust;

WHEREAS, the original sale date as noticed was Wednesday, December 1, 2010 and the Substitute Trustee or his representative appeared at 10:30 am CST outside on the courthouse steps on the

east side of the Davidson County Courthouse, at Nashville, Davidson County, Tennessee and gave notice to all prospective bidders that the sale was adjourned and continued to December 8, 2010 at 10:30 am CST at the same location;

WHEREAS, the Substitute Trustee or his representative, in accordance with the requirements of the above Deed of Trust and the publicly announced notice of postponement of the sale of the subject property, did on the 8th day of December, 2010, appear and conduct the sale of the herein described property;

WHEREAS, Renasant Bank did place the highest bid for the subject property, being the sum of $450,000.00, taking the property subject to any priority deed of trust lien indebtedness of record; and

NOW THEREFORE, for and in consideration of the amount bid, as stated above, the Substitute Trustee has bargained and sold, and by these presents does transfer and convey unto the said Renasant Bank, the Grantee herein, its successors and assigns, the property described as follows:

Land in the 2nd Civil District of Davidson County, Tennessee, and being a portion of the land conveyed to Sam E. Sanders, Jr., from Virginia Lomelo and A. Tommy Potts and wife, Virginia E. Potts, as recorded in Book 5376, Page 630, Register's Office for Davidson County, Tennessee, said tract of land is generally bounded on the east by K Mart, recorded as a P.U.D. Boundary Plat in Book 7900, page 289 and Paul B. Sutton, et ux, as recorded in Book 6504, page 962, Register's Office for Davidson County, Tennessee, on the south by Section Three, Chelsea Village Addition, as recorded in Book 9700, page 45, R.O.D.C., TN., on the west by land now or formerly owned by R. S. Johnson as recorded in Book 6602, page 257, R.O.D.C., TN., and on the north by land now or formerly owned by William B. Wirick, as recorded in Book 1278, page 322, R.O.D.C., TN., and the land now or formerly owned by Grupe Real Estate Investors 49, as recorded in Book 6684, page 440, R.O.D.C., TN., and more particularly described as follows:

BEGINNING at a point in the north right-of-way of Shiaway Drive; said point being the southwest corner of the Paul B. Sutton, et ux property, as recorded in Book 6584, page 962, R.O.D.C., TN.;

THENCE, along a line between the subject owner and the K Mart Corporation, Book 7900, page 289, and said right-of-way N. 81 degrees, 48 minutes, 04 seconds W., 112.98 feet;

THENCE, continuing with said right-of-way, S. 33 degrees, 24 minutes, 04 seconds W., 53.94 feet to a point and continuing along the same line an additional 309.34 feet (total length of line 363.28 feet) to a point;

THENCE, S. 19 degrees, 26 minutes 49 seconds E., 290.66 feet to a point, said point being a common corner of K Mart Corporation, Chelsea Village Addition, Section Three, Book 9700, page 45 and the subject owner;

THENCE, along the lines between subject owner and Chelsea Village Addition, N. 82 degrees 33 minutes 09 seconds W., 44.27 feet to a point;

THENCE, S. 88 degrees 35 minutes 35 seconds W., 695.17 feet to a point, said point being a common corner of Chelsea Village Addition, Oakwood Subdivision, Phase Four, Book 7900, page 269, R.O.D.C., TN., and the subject owner;

THENCE, with the lines between Oakwood Subdivision, the property of R. S. Johnson, Book 6602, page 257 and subject owner, N. 28 degrees 43 minutes 13 seconds E., approximately 130.8 feet to a point;

THENCE, N. 74 degrees 49 minutes 42 seconds E., 218.54 feet to a point;

THENCE, N. 03 degrees 19 minutes 23 seconds E., 240.39 feet to a point;

THENCE, S. 89 degrees 47 minutes 32 seconds E., 322.79 feet to a point;

THENCE, N. 28 degrees 13 minutes 34 seconds E., 285.34 feet to a point;
THENCE, N. 52 degrees 26 minutes 01 seconds E., 161.00 feet to a point;
THENCE, S. 86 degrees 20 minutes 30 seconds E., 121.00 feet to a point;

THENCE, with the southern lines of a strip of land noted as Tract III, Book 5376, page 633, R.O.D.C., TN., N. 51 degrees 08 minutes 00 seconds W., 177.00 feet to a point;

THENCE, S. 89 degrees 22 minutes W., 58.50 feet to a point;

THENCE, S. 57 degrees 22 minutes 00 seconds W., 209.50 feet to a point;

THENCE, S. 87 degrees 14 minutes 00 seconds W., 178.50 feet to a point in the easterly margin of Una-Antioch Pike;

THENCE, with said margin, N. 38 degrees 54 minutes 00 seconds E., 70 feet, more or less to a point;

THENCE, leaving said margin on Una-Antioch Pike, along lines between Grupe Real Estate Investors 49, Book 6684, page 440, William B. Wirick, Book 1278, page 322, and the aforementioned Paul B. Sutton, et ux and subject owner, N. 87 degrees 14 minutes 00 seconds E., 117.00 feet to a point;

THENCE, N. 57 degrees 22 minutes 00 seconds E., 209.50 feet to a point;

THENCE, N. 89 degrees 22 minutes 00 seconds E., 95.70 feet to a point;

THENCE, S. 51 degrees 07 minutes 59 seconds E., 265.16 feet to a point;

THENCE, S. 87 degrees 47 minutes 48 seconds E., 451.33 feet to a point;

THENCE, S. 01 degrees 28 minutes 34 seconds W., 113.00 feet to the point of beginning, containing 10.27 acres, more or less.

Being the same property conveyed to Fischer & Ford Group, LLC, a Tennessee limited liability company, by Deed from Tennessee Funeral Directors Association, Inc., dated February 28, 2006, of record in Instrument No. 20060303-0024640, Register's Office for Davidson County, Tennessee.

According to the records of the Davidson County, Tennessee Tax Assessor, the above property is further known as:

0 Shiaway Drive, Units 1-48 Vale Ridge, Nashville, Tennessee 37211

Map-Par. Nos.:

149-00-0E-001.00 Unit 1
149-00-0E-002.00 Unit 2
149-00-0E-003.00 Unit 3
149-00-0E-004.00 Unit 4
149-00-0E-005.00 Unit 5
149-00-0E-006.00 Unit 6
149-00-0E-007.00 Unit 7
149-00-0E-008.00 Unit 8
149-00-0E-009.00 Unit 9
149-00-0E-010.00 Unit 10
149-00-0E-011.00 Unit 11
149-00-0E-012.00 Unit 12
149-00-0E-013.00 Unit 13
149-00-0E-014.00 Unit 14
149-00-0E-015.00 Unit 15
149-00-0E-016.00 Unit 16

149-00-0E-017.00 Unit 17
149-00-0E-018.00 Unit 18
149-00-0E-019.00 Unit 19
149-00-0E-020.00 Unit 20
149-00-0E-021.00 Unit 21
149-00-0E-022.00 Unit 22
149-00-0E-023.00 Unit 23
149-00-0E-024.00 Unit 24
149-00-0E-025.00 Unit 25
149-00-0E-026.00 Unit 26
149-00-0E-027.00 Unit 27
149-00-0E-028.00 Unit 28
149-00-0E-029.00 Unit 29
149-00-0E-030.00 Unit 30
149-00-0E-031.00 Unit 31
149-00-0E-032.00 Unit 32
149-00-0E-033.00 Unit 33
149-00-0E-034.00 Unit 34
149-00-0E-035.00 Unit 35
149-00-0E-036.00 Unit 36
149-00-0E-037.00 Unit 37
149-00-0E-038.00 Unit 38
149-00-0E-039.00 Unit 39
149-00-0E-040.00 Unit 40
149-00-0E-041.00 Unit 41
149-00-0E-042.00 Unit 42
149-00-0E-043.00 Unit 43
149-00-0E-044.00 Unit 44
149-00-0E-045.00 Unit 45
149-00-0E-046.00 Unit 46
149-00-0E-047.00 Unit 47
149-00-0E-048.00 Unit 48
149-00-0E-048.00 Unit 48

(The map and parcel and unit descriptions above are believed to be correct; but same is not part of the legal description of the property sold herein and in the event of any discrepancy, the metes and bounds stated above shall govern and control.)

This sale is subject to the Declaration of Protective Covenants, Conditions, and Restrictions establishing Vale Ridge of record in Instrument No. 20070312-0030453, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more particular description. Said Declaration establishing Vale Ridge in Davidson County, Tennessee, being Unit Nos. 1-48.

This sale is subject to all matters shown on any recorded document, including any applicable recorded plan, plat, charter, restriction, judgment(s), notice of governmental entity, or declaration of taking(s); any prior lien(s) of record; unpaid taxes and assessments which exist as a lien against said properties; any restrictive covenant(s), easement(s) or setback line(s) that may be applicable; any statutory rights of redemption not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal; and any prior deeds of trust, liens, dues, assessments, encumbrances, defects, adverse claims, and other matters that may take priority over the Deed of Trust upon which this foreclosure sale is conducted or are not extinguished by this foreclosure sale. This sale is also subject to any matter that an accurate survey of the premises might disclose.

The Substitute Trustee makes no personal warranties or representations concerning the subject property. The transfer is "AS IS, WHERE IS, AND WITH ALL FAULTS," and without warranty of any kind, express or implied, as to the condition of such property and the improvements located thereon, including merchantability or fitness for particular purpose. Trustee shall make no covenant of seisin or warranty of title, express or implied.

By his signature below, the 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 and/or Lender as to any matter whatsoever. 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 and Lender 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.

To have and to hold the said tract or parcel of land, including all appurtenances, estate, title and interest thereto belonging, unto the said Grantee, their heirs and/or assigns, forever.

Whenever used, the singular number or pronoun shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

(Remainder of page intentionally left blank)

WITNESS, my hand this 8th day of December, 2010.

R. Garry Chaffin, Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, the within named **R. Garry Chaffin**, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged himself to be the Trustee under the above referenced Deed of Trust, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this the 8th day of December, 2010.

Notary Public

My Commission Expires: _____

AMY D. NIX
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires JULY 3, 2012

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer or value of property (whichever is greater) is $450,000.00. This is equal to or greater than the property would bring at a fair and voluntary sale.

R. Garry Chaffin, Trustee

Sworn to and subscribed before me this the 8th day of December, 2010.

Notary Public

My Commission Expires: _____

AMY D. NIX
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires JULY 3, 2012

CERTIFICATE OF AUTHENTICITY

I, Casey Keller, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Casey Keller

State of Tennessee
County of Davidson

Personally appeared before me, Amy D. Nix, a notary public for this county and state, Casey Keller, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary Public
Commission Expires: _____

AMY D. NIX
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires JULY 3, 2012