BILL GARRETT, Davidson County
Trans:T20100079162 DEEDTRS
Recvd: 12/16/10 10:36 4 pgs
Fees:23.00 Taxes:15355.00
20101216-0100029

This instrument prepared by and return to:
R. Hunter Humphreys
GLANKLER BROWN PLLC
6000 Poplar Avenue, Suite 400
Memphis, Tennessee 38119

Map 163 Parcel 208

Address New Owner
as Follows:
B of A NA, Trustee for PNC MAC
2000-C2
c/o C-III Asset Management LLC
5221 N. O'Connor Blvd, suite 600
Irving, Texas 75038

Send Tax Bills To:

B of A, NA, Trustee for PNC MAC2000-C2
c/o C-III Asset Management LLC
5221 N. O'Connor Blvd, Suite 600
Irving, Texas 75038

SUBSTITUTE TRUSTEE'S DEED

This Substitute Trustee's Deed is made and entered into this the 7th day of December, 2010, by R. Hunter Humphreys, Substitute Trustee ("Substitute Trustee").

WHEREAS, by Deed Of Trust And Security Agreement dated August 7, 2000, being of record as Instrument No. 200008110079754 and re-recorded as Instrument No. 20010514-0049527 in the Register's Office for Davidson County, Tennessee ("Deed Of Trust"), KIR Hickory Hollow, L.P., a Delaware limited partnership ("Borrower"), conveyed to Kenneth P. Ezell, Jr., Trustee, certain real property described below to secure payment to CIBC Inc., a Delaware corporation, of a certain indebtedness described in Deed Of Trust (the "Indebtedness");

WHEREAS, pursuant to (i) Allonge and (ii) Assignment Of Deed Of Trust And Security Agreement recorded as Instrument No. 20010510-0048728 in the Register's Office of Davidson County, Tennessee, CIBC endorsed and assigned to LaSalle Bank National Association, as trustee for the Certificateholders of PNC Mortgage Acceptance Corp., Commercial Mortgage Pass-Through Certificates, Series 2000-C2 ("Lender"), the Deed Of Trust and the Promissory Note secured thereby;

WHEREAS, a default has occurred by Borrower's failure to comply with the terms and conditions of the Deed of Trust and, as a result of such default, Lender has declared the indebtedness to be due and payable as provided in the Deed Of Trust;

WHEREAS, the undersigned, R. Hunter Humphreys, has been duly appointed as Substitute Trustee in the place and stead of Kenneth P. Ezell, Jr., Trustee, said appointment being recorded as Instrument No. 20100226-0014937, in the Register's Office for Davidson County, Tennessee;

WHEREAS, Lender directed Substitute Trustee to sell the Property as provided in the Deed Of Trust, and Trustee caused notice ("Foreclosure Notice") to be published in *The Tennessean* that the Property would be sold at 11 o'clock A.M. Central Standard Time on November 5, 2010, at the Davidson County Courthouse, South Main Door, One Public Square, Nashville, Tennessee, such Foreclosure Notice appearing in said paper on October 15, October 22 and October 29, 2010;

WHEREAS, the foreclosure sale originally scheduled for 11:00 o'clock A.M. Central Standard Time on November 5, 2010 was adjourned at that time until November 30, 2010, and was subsequently adjourned on November 30, 2010 until December 7, 2010;

WHEREAS, Substitute Trustee further sent a copy of the Foreclosure Notice and notice of all adjournments to Borrower, and following the appearance of the Foreclosure Notice in said newspaper the default was not cured;

WHEREAS, Substitute Trustee, on December 7, 2010, offered the Property for sale, and after opening the floor for competitive bids, Lender entered a bid of FOUR MILLION ONE HUNDRED FIFTY-THOUSAND and NO/100 Dollars ($4,150,000.00), this being the highest, last and best bid, and

WHEREAS, Bank Of America, National Association is the successor by merger with Lender.

NOW, THEREFORE, I, **R. Hunter Humphreys,** Substitute Trustee, as aforesaid, in consideration of the premises and the sum of $4,150,000.00 to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto **Bank of America, National Association, successor by merger with LaSalle Bank National Association, as trustee for the Certificateholders of PNC Mortgage Acceptance Corp., Commercial Mortgage Pass-Through Certificates, Series 2000-C2**, its successors and assigns ("Grantee") all of my right, title and interest in and to the following described real property ("Property") situated in Davidson County, Tennessee, described as follows:

> LAND in Davidson County, Tennessee, being Lot No. K-3, on the Plan of Hickory Hollow Mall, Section 6, as shown on plat of record in Plat Book 6200, page 722, in the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.
>
> Being the same property conveyed to KIR Hickory Hollow, L.P., a Delaware limited partnership, by deed of record in Book 11477, Page 823, Register's Office of Davidson County, Tennessee.

To have and to hold the Property free from the equity of redemption, statutory rights of redemption, homestead, dower, and all other rights and exemptions of every kind, all of which are expressly waived in the Deed Of Trust.

Grantee accepts title to the Property and all improvements thereon in an "AS IS, WHERE IS" condition, and without representation or warranty from Substitute Trustee as to any matter

whatsoever, and by accepting this Substitute 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 of Substitute Trustee or Substitute Trustee's agents. Without limiting the foregoing, SUBSTITUTE TRUSTEE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ADDITIONALLY, SUBSTITUTE 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.

This sale is subject to any easements, restrictions, liens, taxes, and other encumbrances to the extent that any such items take priority over the Deed Of Trust.

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

R. Hunter Humphreys,
Substitute Trustee

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Before me, Susan Hughes, a Notary Public of the State and County aforesaid, personally appeared R. Hunter Humphreys 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 Substitute Trustee, and that as such Substitute Trustee being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his name as Substitute Trustee.

Witness my hand and seal, at office in Memphis, Tennessee, this 7th day of December, 2010.

Notary Public
My commission expires: 2-11

SUSAN M. HUGHES STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF SHELBY

STATE OF TENNESSEE)
COUNTY OF SHELBY)

The actual consideration or value, whichever is greater, for this transfer is FOUR MILLION ONE HUNDRED FIFTY-THOUSAND and NO/100 Dollars ($4,150,000.00).

Affiant

Subscribed and sworn to before me this 7th day of December, 2010.

Notary Public
My commission expires: 2-11

SUSAN M. HUGHES STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF SHELBY