PICK-UP

BILL GARRETT, Davidson County
Trans:T20110010158 DEEDTRS
Recvd: 02/17/11 15:17 5 pgs
Fees:28.00 Taxes:6541.60
20110217-0013664

This instrument prepared by:
Joseph J. Jensen
Stites & Harbison, PLLC
604 West Main Street
Franklin, Tennessee 37064

Address New Owner:	Send Tax Bills To:	Map/Parcel:
Community South Bank 4930 Main Street Spring Hill, Tennessee 37174	Same	137-04-0-B-001.00-CO; 137-04-0-B-003.00-CO; 137-04-0-B-004.00-CO; 137-04-0-B-005.00-CO; 137-04-0-B-006.00-CO; 137-04-0-B-007.00-CO; 137-04-0-B-008.00-CO; 137-04-0-B-009.00-CO; 137-04-0-B-010.00-CO; 137-04-0-B-011.00-CO; 137-04-0-B-012.00-CO; 137-04-0-B-013.00-CO; 137-04-0-B-014.00-CO; 137-04-0-B-015.00-CO; 137-04-0-B-016.00-CO; 137-04-0-B-017.00-CO; 137-04-0-B-019.00-CO; 137-04-0-B-020.00-CO; 137-04-0-B-021.00-CO; 137-04-0-B-022.00-CO; 137-04-0-B-023.00-CO; 137-04-0-B-024.00-CO; 137-04-0-B-025.00-CO; 137-04-0-B-026.00-CO; 137-04-0-B-027.00-CO; 137-04-0-B-028.00-CO; 137-04-0-B-029.00-CO; 137-04-0-B-030.00-CO; 137-04-0-B-031.00-CO; 137-04-0-B-032.00-CO; 137-04-0-B-033.00-CO; 137-04-0-B-034.00-CO; 137-04-0-B-035.00-CO; 137-04-0-B-036.00-CO; 137-04-0-B-037.00-CO; 137-04-0-B-038.00-CO; 137-04-0-B-039.00-CO; 137-04-0-B-040.00-CO; 137-04-0-B-041.00-CO; 137-04-0-B-042.00-CO; 137-04-0-B-043.00-CO; 137-04-0-B-044.00-CO; 137-04-0-B-045.00-CO; 137-04-0-B-046.00-CO; 137-04-0-B-047.00-CO; 137-04-0-B-048.00-CO; 137-04-0-B-049.00-CO; 137-04-0-B-050.00-CO; 137-04-0-B-051.00-CO; 137-04-0-B-052.00-CO; 137-04-0-B-053.00-CO; 137-04-0-B-054.00-CO; 137-04-0-B-055.00-CO; 137-04-0-B-056.00-CO; 137-04-0-B-057.00-CO; 137-04-0-B-058.00-CO; 137-04-0-B-059.00-CO; 137-04-0-B-060.00-CO; 137-04-0-B-061.00-CO; 137-04-0-B-062.00-CO; 137-04-0-B-063.00-CO; 137-04-0-B-064.00-CO; 137-04-0-B-065.00-CO; 137-04-0-B-066.00-CO; 137-04-0-B-067.00-CO; 137-04-0-B-068.00-CO; 137-04-0-B-069.00-CO; and 164-08-0-B-057.00-CO

SUCCESSOR TRUSTEE'S DEED

This Successor Trustee's Deed is made and entered into on this the 14th day of February, 2011, by Joseph J. Jensen, Successor Trustee ("Successor Trustee").

WHEREAS, T F Homes, LLC ("T F Homes"), by that certain Deed of Trust, dated June 7, 2005, recorded as Instrument No. 20050617-0069387 in the Office of the Register of Deeds for Davidson County, Tennessee (the

"Deed of Trust"), conveyed to A. Neil Headden, Trustee, a parcel of 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 Community South Bank (the "Lender"); and

WHEREAS, Jack Williams Construction Company, Inc. (collectively, with T F Homes, the "Grantor"), by that certain Second Amendment to Deed of Trust, dated August 17, 2009, recorded as Instrument No. 20090819-0078225, said Register's Office (the "Second Amendment to Deed of Trust") (the Deed of Trust and all amendments and modifications thereto, including the Second Amendment to Deed of Trust may be referred to herein, collectively, as the "Deed of Trust"), coveyed to A. Neil Headden, Trustee, a parcel of the Property (as hereinafter defined) to secure the Indebtedness, is presently held and owned by 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 Joseph J. Jensen to serve as Successor Trustee in place of A. Neil Headden in accordance with the terms of the Deed of Trust, by that instrument recorded in Instrument No. 20110118-0004482, 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 *Nashville City Paper* that the Property would be sold on February 14, 2011, at 10:30 a.m. prevailing Central Time, outside entrance to the Office of the Davidson County Register of Deeds, Bridgestone Arena, 501 Broadway, Nashville, Tennessee, such Notice of Successor Trustee's Sale appearing in said paper on January 24, 2011, January 31, 2011 and February 7, 2011; and

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

WHEREAS, the Successor Trustee at the time, place and date specified in the Notice of Successor Trustee's Sale offered the Property for sale, and after opening the floor for competitive bids, sold the Property to Community South Bank, at the price of One Million Seven Hundred Sixty Eight Thousand Dollars ($1,768,000.00), this being the highest, last and best bid.

NOW, THEREFORE, I, Joseph J. Jensen, Successor Trustee as aforesaid, in consideration of the premises and the sum of One Million Seven Hundred Sixty Eight Thousand Dollars ($1,768,000.00), to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto Community South Bank, its successors and assigns (the "Grantee") all of my right, title and interest in and to the following described real estate, together with all the improvements now or hereafter erected on the property, 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:

TRACT 1:

Being a certain tract of land in the Thirty Third Council District of Davidson County, Tennessee known as the J. C. Jones property (Deed Book 167, Page 137). Bounded on the north by Tune, Harrison and Corley, east by Bakers Grove Road, south by Bayless and Corps of Engineers, and west by Corps of Engineers and being more particularly described as follows.

Beginning at an iron rod (old), in the west margin of Bakers Grove Road, said rod being s 37° 40' W – 97.9' from the centerline of Bakers Grove Road and Bakers Grove Lane and also being the northeast corner of Morris W. and Janet F. Bayless (Deed Book 10198, Page 666);

Thence, with the north and west lines of Bayless for the next two calls: N 82° 31' 58" W – 789.24' to an iron rod (old); S 03° 22' 28" W – 237.53' to a monument (old) in the northerly line of United States of America, Corps of Engineers;

Thence, with the north and east lines of Corps of Engineers for the next eight calls: N 83° 35' 49" W – 713.73' to a monument (old); N 57° 01' 23" W – 139.16' to a monument (old); S 76° 34' 07" W – 305.95' to a monument (old); S 29° 40' 07" W – 195.47' to a monument (old); N 80° 54' 56" W – 461.77' to a monument (old); N 06° 12' 15" E – 492.61' to a monument (old); N 00° 23' 04" E – 258.02' to a monument (old); N 08° 13' 22" E – 588.16' to a monument (old) at the southwest corner of James F. Tune, ET UX (Deed Book 3071, Page 33);

Thence, with the south line of Tune, S 82° 54' 48" E – 1435.59' to an iron rod (old) at the northwest corner of a cemetery;

Thence, with the west and south lines of the cemetery for the next two calls: S 01° 23' 57" W – 77.10' to an iron rod (old); S 87° 34' 17" E – 177.35' to an iron rod (old) in the west line of Brian K. and Linda Harrison (Deed Book 20041122, Page 139610);

Thence, with the west and south lines of Harrison for the next two calls: S 03° 16' 40" W – 434.73' to an iron rod (old); S 81° 14' 37" E – 452.35' to an iron rod (old) in the west line of Nathan D. Corley (Deed Book 20040709, Page 81971);

Thence, with the west and south lines of Corley for the next two calls: S 10° 37' 19" W – 211.52' to an iron rod (old); S 79° 02' 51" E – 410.58' to an iron rod (old) in the west margin of Bakers Grove Road;

Thence, with the west margin of Bakers Grove Road, S 21° 16' 14" W – 141.94' to the POINT OF BEGINNING and containing 49.83 acres more or less.

Said Property is further identified as the Arbor Crest Subdivision, Final Plat not of record.

Being the same property conveyed to the grantors by deed being recorded in Instrument No. 20050617-0069386, said Register's Office.

Included in the above described tracts of land, but specifically Excluded there from is that certain Lot No. 1, 1701 Bakers Grove Road of record in Plat Book 8250, page 406, Register's Office for Davidson County, Tennessee and those certain lots on the Final Plat of Arbor Crest Subdivision, of record in Instrument No. 20071129-0138522, Register's Office for Davidson County, Tennessee, heretofore conveyed, as follows: Lots 2 and 18.

TRACT 2:

Being land in Davidson County, Tennessee, being Lot No. 20 on the Final Plat of Lakewalk, Section Two of record in Instrument No. 20060209-0016039, Register's Office for said County, to which reference is made for a more complete description.

Being part of the same property conveyed to Jack Williams Construction Company, Inc. of record in Instrument 20030403-0044220, said Register's Office.

To have and to hold the Property, free of all rights which are expressly waived in the Deed of Trust, as provided in, but only to the extent provided in, said 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.

Grantee hereunder accepts title to the Property and all improvements thereon subject to any and all unpaid real estate taxes, restrictive covenants, easements and setback lines; any and all redemption rights, including rights of redemption of any governmental agency, State or Federal, and any and all other prior liens or encumbrances against said real property.

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

Joseph J. Jensen, Successor Trustee

STATE OF TENNESSEE)
COUNTY OF Williamson)

Before me, Frances L. Regan, a Notary Public of the State and County aforesaid, personally appeared Joseph J. Jensen, 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, this 15th day of February, 2011.

Frances L. Regan
Notary Public

My commission expires: 7-3-2012

FRANCES L. REGAN NOTARY PUBLIC Commission Expires July 3, 2012 Davidson County, TN

STATE OF TENNESSEE)
COUNTY OF Williamson)

The actual consideration or value, whichever is greater, for this transfer is One Million Seven Hundred Sixty Eight Thousand Dollars ($1,768,000.00).

Joseph J. Jensen

Subscribed and sworn to before me this the 15th day of February, 2011.

Frances L. Regan
Notary Public

My commission expires: 7-3-2012

FRANCES L. REGAN NOTARY PUBLIC Commission Expires July 3, 2012 Davidson County, TN