PICK-UP

BILL GARRETT, Davidson County
Trans:T20110013915 DEEDTRS
Recvd: 03/08/11 11:22 3 pgs
Fees:18.00 Taxes:833.82
20110308-0018492

This Instrument Prepared By:
Jonathan R. Vinson, Attorney
P.O. Box 686
Clarksville, TN 37041-0686

FORECLOSURE DEED

JONATHAN R. VINSON, SUBSTITUTE TRUSTEE
to
HERITAGE BANK

Name of New Owner and Address of Property:	Heritage Bank 541 & 551 Stewarts Ferry Pike Nashville, TN
Name/Address of Entity Responsible for Property Taxes:	Heritage Bank P. O. Box 537 Hopkinsville, KY 42241

On July 25, 2008, by Deed of Trust placed of record on July 28, 2008 at 9:37 a.m., in Instrument Number 20080728-0076636, in the office of the Register of Deeds for Davidson County, Tennessee, (the "Deed of Trust"), North Lake, LLC (the "Mortgagor") conveyed to Paige McVity, Trustee, (the "Trustee") the hereinafter described real estate, to secure the payment of a promissory note as described therein (the "Note"), payable to the order of Heritage Bank (the "Holder"):

The Deed of Trust provided that in the event of default in the payment of the Note, when due, then the entire balance of the Note shall, at the option of the Holder, become due and payable immediately; and,

Default having been made and continued in the payment of the Note, the Holder of the Note, has declared the entire balance of the Note due and payable as provided in the Deed of Trust and, pursuant to the provisions of the Deed of Trust, appointed Jonathan R. Vinson as Substitute Trustee (the "Substitute Trustee") by instrument dated January 31, 2011, and placed of record on January 31, 2011, in Instrument No. 20110131-0008382, in the office of the Register of Deeds for Davidson County, Tennessee. The Holder, in accordance with the terms and conditions of the Deed of Trust, has instructed the Substitute Trustee to foreclose the lien of the Deed of Trust.

The undersigned, did advertise by notice in the Davidson AM, a newspaper of general circulation in Davidson County, Tennessee, with notices published on February 4, 2011, February 11, 2011, and February 18, 2011, that said sale would be held on, Friday, February 25, 2011 at 11:00 a.m., prevailing time, at the front door of the the Register of Deeds for Davidson County, Tennessee, 501 Broadway, Nashville, Tennessee 37203; and,

The sale was held according to the terms, conditions and provisions of the notice as given, and Heritage Bank, a Federally Chartered Savings Bank,the Grantee and

hereafter called the "Grantee", was the highest and best bidder for cash, bidding thesum of Two Hundred Twenty Five Thousand Three Hundred Fifty Six and 20/100 Dollars ($225,356.20).

NOW THEREFORE, the undersigned as Grantor and hereafter called the "Grantor", does hereby bargain, sell, transfer and convey unto the Grantee, Heritage Bank, a Federally Chartered Savings Bank, the Grantee's successors and assigns forever, the following described real estate situated in Davidson County, Tennessee, to-wit:

> Being Lots 1 and 2 on the Resubdivision Plat of Lot 2 Revision of Stewartwood, as of record in Instrument Number 20010411-0035775, Register's Office for Davidson County, Tennessee.
>
> Being the same property conveyed to North Lake, LLC, by deed from North Lake Partners dated 10/21/2006 and recorded 11/05/2006 as Instrument No. 20061106-0137750, Register's Office for Davidson County, Tennessee, same being corrected by Instrument of record as Instrument No. 20080515-0050060, Register's Office for Davidson County, Tennessee. The real estate is unimproved. According to the maps of the Assessor of Property for Davidson County, Tennessee, the real estate is identified as Map and Parcel 096-00-0-059.00 (Lot 1), and Map and Parcel 096-00-0-060.00 (Lot 2).

The undersigned, Substitute Trustee, hereby assigns and transfers to the Grantee, the Grantee's successors and assigns forever all the covenants and warranties set out in the Deed of Trust, subject, however, to: (1) all accrued taxes; (2) subject to matters shown on recorded Instrument No. 20010411-0035775, Register's Office for Davidson County, Tennessee; (3) sanitary sewer/storm drainage easement(s) recorded in Book 8290, Page 936, Book 477, Page 720, and Instrument No. 20070509-0055520, Register's Office for Davidson County, Tennessee; (4) public water easement(s) recorded in Instrument No. 20070906-0106767, Register's Office for Davidson County, Tennessee ; (5) transmission line easement(s) recorded in Book 1303, Page 30, Register's Office for Davidson County, Tennessee; (6) ingress/egress easement(s) recorded in Book 6813, Page 244, Register's Office for Davidson County, Tennessee; (7) reciprocal parking and crossing easement(s) recorded in Instrument No. 20050601-0061548, Register's Office for Davidson County, Tennessee; (8) storm water detention agreement of record in Instrument No. 20010306-0021111, Instrument No. 20010802-0082425, Instrument No. 20040720-0086433, Instrument No. 20070501-0051546, Register's Office for Davidson County, TN; (9) conveyance to Metro of record in Book 6420, Page 729, Register's Office for Davidson County, TN; (10) rights or claims of parties in possession under unrecorded lease; (11) all matters on a recorded plan, restrictive covenants, easements, or setback lines that may be applicable; (12) any prior liens or encumbrances as well as any priority created by a fixture filing; and, (13) any matter that an accurate survey of the property would show.

Proper notification(s) were provided to the Mortgagor and other appropriate interested parties as required in *Tenn. Code Ann.* § 35-5-101 *et seq.* and other written agreements between the parties. No notification(s) were required to be provided to the Mortgagor or other appropriate parties pursuant to *Tenn. Code Ann.* § 45-20-101 *et seq.* (Tennessee Home Loan Protection Act). No notification(s) were required to be provided to the

Mortgagor or other appropriate parties pursuant to *Tenn. Code Ann.* § 35-5-117 *et seq.* (Notice of Right to Foreclose).

THE WARRANTIES made herein by the Grantor are made in the Grantor's representative capacity and not otherwise.

IN WITNESS WHEREOF, the Grantor has hereunto affixed the Grantor's signature on this the 25th day of February, 2011.

GRANTOR:

JONATHAN R. VINSON,
Substitute Trustee

By: _____
JONATHAN R. VINSON,
Substitute Trustee

STATE OF TENNESSEE)
COUNTY OF MONTGOMERY)

Personally appeared before me, the undersigned a Notary Public in and for said State and County, JONATHAN R. VINSON, Substitute Trustee, the within named bargainor with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, this the 25th day of February, 2011.

PAMELA BLAND
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF STEWART

_____
Notary Public Seal

My Commission Expires: 4/22/2012

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is $225,356.20, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

_____
Affiant

Subscribed and sworn to before me this the 25th day of February, 2011.

PAMELA BLAND
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF STEWART

_____
Notary Public Seal

My Commission Expires: 4/22/2012