BILL GARRETT, Davidson County
Trans:T20110017658 DEEDTRS
Recvd: 03/25/11 16:21 4 pgs
Fees:23.00 Taxes:1827.80
20110325-0023251

Prepared By and Returnable to:
Bone McAllester Norton PLLC (kjr)
511 Union Street, Suite 1600
Nashville City Center
Nashville, Tennessee 37219

Address New Owner(s):	Send Tax Bills To:	Map & Parcel Nos.:
INSOUTH Bank **6141 Walnut Grove Road** **Memphis, TN 38119**	**New Owner**	**175-00-0-142.00**

TRUSTEE'S DEED

WHEREAS, default was made in the terms, conditions, and payments provided for and made in a Deed of Trust dated December 22, 2004, executed by DJG Gulf Coast Company, Inc., to John Dollar, Trustee, of record in Instrument No. 20041228-0153354, Register's Office for Davidson County; and

WHEREAS, INSOUTH Bank, the owner and holder of the Indebtedness secured by said Deed of Trust replaced said Trustee by naming Sam J. McAllester III, David M. Anthony, C. Tucker Herndon, and Gregory G. Vick, as Substitute Trustees by an instrument of record in Instrument No. 20110128-0007822, Register's Office for Davidson County, Tennessee, and authorized any one of the Substitute Trustee's to act alone or by a Designated Agent with the powers, given the Trustee in said Deed of Trust; and

WHEREAS, C. Tucker Herndon, in his capacity as Substitute Trustee, and not Individually ("Substitute Trustee") caused to be published a Foreclosure Sale Notice in accordance with the provisions of said Deed of Trust, providing notice and advertising that said property would be sold at 12:00 o'clock Noon, prevailing time on Friday, March 25, 2011 on the steps of the Davidson County Courthouse, Public Square, Nashville, Davidson County, Tennessee, to be knocked off and sold to the highest, best, and last bidder for cash, pursuant to the terms and conditions of the Deed of Trust and the Foreclosure Sale Notice; and

WHEREAS, C. Tucker Herndon, Substitute Trustee personally appeared (or appeared by Designated Agent) and offered said property for sale at public outcry and the highest, best, and last bid received was the sum of Four Hundred Ninety-four Thousand and 00/100 Dollars ($494,000.00) by INSOUTH Bank (hereinafter referred to as the "Buyer") and said property was knocked off and sold to the Buyer.

NOW, THEREFORE, in consideration of the premises and sum of Four Hundred Ninety-four Thousand and 00/100 Dollars ($494,000.00) cash in hand paid by the Buyer, Substitute Trustee has this day bargained and sold and, by the premises, does transfer and convey to Buyer, its successors and assigns, the title and interest that Substitute Trustee has the right to sell and convey under the Deed of Trust in a certain tract or parcel of land situated in Davidson County, Tennessee, and described as follows:

Land located in Nashville, Second Civil District, Davidson County, Tennessee generally located South of Murfreesboro Road and East of Hurricane Creek Boulevard and being more particularly described as follows:

Beginning at an iron pin found in the Easterly margin of Hurricane Creek Boulevard (60-foot right-of-way), said pin being the Southwesterly corner of Lot 1, Hurricane Creek Industrial Park, Section One of record in Plat Book 6900, Page 144, R.O.D.C. said pin also being the Northwesterly corner of this parcel.

Thence leaving said right-of-way and along the Southerly line of said Lot 1, South 80 deg. 13' 55" East, 220.31 feet to an iron pin found in the Southwesterly corner of Lot 2 of said Hurricane Creek Industrial Park.

Thence, along the Southerly line of said Lot 2, South 80 deg. 30 37" East, 655.62 feet to an iron pin found in the Southwesterly corner of property conveyed to Metropolitan Government of Nashville and Davidson County by deed of record in Book 7397, Page 98, R.O.D.C.;

Thence, along the Southerly line of said Metropolitan Government property, South 80 deg. 22' 29" East, passing an iron pin found at 405.07 feet and continuing on for a total distance of 420.07 feet to a new iron pin in the centerline of a 30-foot strip;

Thence, with said centerline South 09 deg. 37' 38" West passing an iron pin found at 681.26 feet and continuing on for a total distance of 693.55 feet to a new iron pin in the Northerly margin of CSX Railroad;

Thence, along the Northerly margin of CSX Railroad, North 70 deg. 47' 25" West, 1420.00 feet to a new iron pin in the Westerly line of property conveyed to Joe Meeks, Bobby Pugh and Billy Powers by deed of record in Book 11286, Page 770, R.O.D.C.;

Thence, along said Westerly line, North 19 deg. 16' 32" East, 12.00 feet to a new iron pin in the Southerly line of property conveyed to Cumberland Creamery, Inc. by deed of record in Book 7996, Page 478, R.O.D.C.;

Thence, along said Southerly line, South 70 deg. 47' 25" East, 50.99 feet to an iron pin found in the most Easterly line of said Cumberland Creamery property;

Thence, with said Easterly line and with the Westerly line of this parcel, North 12 deg. 37' 14" East, 327.82 feet to the Southerly terminus of Hurricane Creek Boulevard;

Thence, along the margin of Hurricane Creek Boulevard and with a curve to the left, 142.92 feet to a new iron pin at the point of reverse curve, said curve having

a central angle of 136 deg. 28' 37", a radius of 60.00 feet, a tangent of 150.30 feet and a chord of North 32 deg. 39' 56" East, 111.45 feet;

Thence, along the margin of Hurricane Creek Boulevard and with a curve to the right, 25.23 feet to the Point of Beginning, said curve having a central angle of 48 deg. 11' 09", a radius of 30.00 feet, a tangent of 13.42 feet and a chord of North 11 deg. 28' 20" West, 24.49 feet;

Containing 17.68 acres, more or less.

Being the same property conveyed to DJG Gulf Coast Company, Inc., a Florida corporation by Substitute Trustee's Special Warranty Deed in Instrument 20010614-0062956 of the Register's office for Davidson County , Tennessee.

The street address of the property is believed to be 0 Murfreesboro Pike, Nashville, Davidson County, Tennessee, but such address is not part of the legal description of the property. In the event of any discrepancy, the legal description herein shall control. The Legal Description is drawn from recorded documents or provided by third parties, and the Substitute Trustee makes no warranty or representation regarding the accuracy of the Legal Description.

To have and to hold the said tract or parcel of land with the appurtenances, estate, title and interest thereto belonging to the Buyer, its successors and assigns, forever.

The Substitute Trustee covenants with the said Buyer that he is lawfully seized and possessed of said real property as Substitute Trustee only and, by the terms of the above-mentioned Deed of Trust, in his capacity as Substitute Trustee, has a good right to sell and convey the same subject to all matters shown on any applicable recorded Plat or Plan; any unpaid taxes which exist as a lien against said property; any restrictive covenants, easements, or setback lines 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 Deeds of Trust, liens, claims, and encumbrances that may take priority over the Deed of Trust. This sale is also subject to any matter that inspection and/or an accurate survey of the premises might disclose.

The Substitute Trustee, and not Individually, further covenants and binds himself/his successors and assigns, to warrant and forever defend the title to said real estate to the Buyer, its successors and assigns, against the lawful claims of any person claiming by or through him as Substitute Trustee, but no further or otherwise, it being the intention of the Substitute Trustee only to convey to Buyer no greater title in the subject real estate than he received as Substitute Trustee and that, as Substitute Trustee, he has the right to sell and convey.

THIS PROPERTY IS SOLD "AS IS," "WHERE IS" AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, THE PROPERTY IS SOLD WITHOUT ANY IMPLIED WARRANTIES OR

MERCHANTABILITY, CONDITION, OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

Substitute Trustee makes no covenant of seisin, marketability of title, or warranty of title, express or implied. Substitute Trustee sells and conveys the subject real property by this Trustee's Deed as Substitute Trustee only, and not individually.

WITNESS my hand this 25th day of March, 2011.

C. Tucker Herndon
Substitute Trustee, and not Individually

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Kimberley J. Raymond a Notary Public of this county, C. Tucker Herndon, Substitute Trustee and not Individually, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that s/he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office this 25th day of March, 2011.

NOTARY PUBLIC

My Commission Expires: 3-3-14

KIMBERLEY J. RAYMOND STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $494,000.00.

AFFIANT

Subscribed and sworn before me on this 25th day of March, 2011.

NOTARY PUBLIC

My Commission Expires: 3-3-14

KIMBERLEY J. RAYMOND STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY