BILL GARRETT, Davidson County
Trans:T20110017908 DEEDTRS
Recvd: 03/28/11 12:37 5 pgs
Fees:28.00 Taxes:2649.20
20110328-0023660

This Instrument Prepared By:
Marshall L. Hix, Esquire
HIX & GRAY, PLC
1230 Regions Center
315 Deaderick Street
Nashville, Tennessee 37238

Name of New Owner:	Send Tax Bills To:	Map and Parcel No.:
Richland South LLC 409 Hope Avenue Franklin, Tennessee 37067	SAME	Tract 1: 03409007500 Tract 2: 03409016400

SUCCESSOR TRUSTEE'S DEED

WHEREAS, default was made in the terms, conditions and payments provided for in an All Inclusive Deed of Trust, Assignment of Leases and Security Agreement, executed by Goss Suzuki of Rivergate, LLC ("Grantor"), and filed of record as Instrument No. 20071108-0132126, Register's Office for Davidson County, Tennessee (the "Deed of Trust"), wherein Grantor conveyed to Mark D. Thomas, Trustee, the hereinafter described real property (the "Property") to secure a Promissory Note, *et-cetera* (the "Note"), payable to American Security Bank & Trust, as described in the Deed of Trust; and

WHEREAS, American Security Bank & Trust, the owner and holder of the Note and Deed of Trust, replaced Mark D. Thomas, Trustee, and appointed Marshall L. Hix and Frank H. Reeves, Successor Trustees, under the Deed of Trust by Appointment of Successor Trustees of record as Instrument No. 20110209-0011499, Register's Office for Davidson County, Tennessee with authority for either of them to act alone with the powers given the Trustee in the Deed of Trust; and

WHEREAS, Grantor has defaulted under the terms of the Note secured by the Deed of Trust and American Security Bank & Trust, the owner and holder of the Note and Deed of Trust, has demanded that the Property be advertised and sold with the cash proceeds (or credit upon the indebtedness secured if American Bank & Trust is the successful purchaser) applied to the outstanding balance due under the Note and the cost of foreclosure in accordance with the terms and provisions of the Note and Deed of Trust; and

WHEREAS, Marshall L. Hix, Successor Trustee, caused the Property to be advertised in accordance with the provisions of the Deed of Trust, advertising that the Property would be sold at 11:30 o'clock a. m., prevailing time on Friday, March 11, 2011, at the Davidson County Courthouse, 1 Public Square, Nashville, Davidson County, Tennessee, to be knocked off and sold to the highest, best and last bidder for cash (or credit upon the indebtedness secured if American Bank & Trust is the successful purchaser), and free from the equity of redemption, homestead, dower, and all other exemptions as provided in the Deed of Trust; but subject to any and all mortgages, liens, claims and unpaid taxes which may be a prior lien against the Property; and

WHEREAS, Marshall L. Hix, Successor Trustee, personally appeared at the south front door of the Davidson County Courthouse, 1 Public Square, Nashville, Davidson County, Tennessee, on Friday, March 11, 2011, at 11:30 o'clock a.m. and offered the Property for sale at public outcry and the highest, best and last bid received was the sum of Seven Hundred Sixteen Thousand and 00/100 Dollars ($716,000.00) by Richland South LLC (hereinafter referred to as "Grantee"), and the Property was knocked off and sold to Grantee.

NOW, THEREFORE, in consideration of the premises and sum of Seven Hundred Sixteen Thousand and 00/100 Dollars ($716,000.00) credit upon the indebtedness secured by Grantee, Marshall L. Hix, Successor Trustee, has this day bargained and sold and, by the premises, does

transfer and convey to Grantee, his successors and assigns, a certain tract or parcel of land situated in Davidson County, Tennessee, and described as follows:

TRACT NO. 1: LAND in Davidson County, Tennessee, being the Northeasterly part of Lot 2 on the Map of Bransford Realty Company's Alta Loma Subdivision, of record in Book 421, page 44, Register's Office for said County, and described according to a copy of a survey thereof made April 15, 1959, by Hickerson-Miller, Engineers-Surveyors, as follows:

BEGINNING at a concrete monument at the Southwest intersection of Gallatin Pike and Monticello Avenue, thence with the margin of said Pike South 15 degrees 15' West, 150 feet to an iron pin; thence leaving said Pike North 72 degrees 10' West 200 feet to an iron pin; thence North 15 degrees 15' East 150 feet to an iron pin in the South margin of Monticello Avenue; thence with the margin of the same South 72 degrees 10' East, 200 feet to the point of beginning.

TRACT NO. 2: LAND located in Davidson County, Tennessee, being Lot Number 1 on the Plan of Lot No. 2, Alta Loma Resubdivision of the B. Ivan Matthews and Jane H. Matthews property, a plat of which is of record in Plat Book 5210, page 155, Register's Office for Davidson County, Tennessee, to which plat reference is made for a more complete description of said lot.

INCLUDED IN THE ABOVE DESCRIPTION BUT EXPRESSLY EXCLUDED THEREFROM IS THE FOLLOWING:

LAND in Davidson County, Tennessee, being a portion of Lot Number 1 on the Plan of Lot No. 2, Alta Loma Resubdivision, of the B. Ivan Matthews and Jane H. Matthews property, a plat of which is of record in Plat Book 5210, page 155, Register's Office for Davidson County, Tennessee, and described according to a survey by Caldwell Engineering and Surveying, dated July 1, 1983, as follows:

BEGINNING at an iron pin at the northeast corner of the herein described property same being N 65 degrees 53' W 126.55 feet from the west right-of-way of U.S. Highway 31-E; thence S 19 degrees 56' W 144.73 feet to an iron pin in H.C. Pratts north line as of record in Deed Book 5438, page 488, Register's Office for Davidson County, Tennessee; thence N 2 [sic] degrees 30' W 137.96 feet to an iron pin; thence N 0 degrees 42' W 59.12 feet to a point of an existing manhole; thence N 7 degrees 43' W 10.00 feet to an iron pin; thence N 0 degrees 15' W 107.91 feet to an iron pin; thence S 65 degrees 47' E 127.35 feet to an iron pin; thence S 65 degrees 53' E 73.76 feet to the point of beginning, containing 0.60 acres, more or less.

Being the same property conveyed to Goss Suzuki of Rivergate, LLC, a Tennessee limited liability company by Warranty Deed from Ernst-Western

Properties, II, a Tennessee general partnership, dated November 1, 2007, recorded November 8, 2007 of record as Instrument No. 20071108-0132125, Register's Office for Davidson County, Tennessee.

To have and to hold the Property with the appurtenances, estate, title and interest thereto belonging to Grantee, his successors and assigns forever.

The Successor Trustee covenants with Grantee that he is lawfully seized and possessed of the Property as Successor Trustee only and, by the terms of the Deed of Trust, has a good right to sell and convey the Property and that Property is unencumbered except for any and all prior mortgages, liens, claims, and any and all unpaid taxes that may be a lien against the Property.

The Successor Trustee further covenants and binds himself, his successors and assigns, to warrant and forever defend the title to the Property to Grantee, his successors and assigns, against the lawful claims of any persons claiming by or through him as Successor Trustee, but no further or otherwise; it being the intention of the Successor Trustee only to convey to Grantee no greater title in the Property than he received as Successor Trustee and that, as Successor Trustee, he has the right to sell and convey.

This sale is subject to all matters shown on any applicable recorded plat or plan; any unpaid taxes which exist as a lien against the 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 prior encumbrances that may exist against the Property. This sale is also subject to any matter that an accurate survey of the Property might disclose.

Witness my hand effective as of March 25, 2011.

Marshall L. Hix, Successor Trustee

Marshall L. Hix, Successor Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public of this county, Marshall L. Hix, Successor Trustee, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the within instrument for the purposes therein contained.

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

KAYE M. TENPENNY
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

Kaye M Tenpenny
NOTARY PUBLIC

My Commission Expires SEPT. 3, 2012

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $716,000.00.

Tom Jacker
AFFIANT

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

PAM McBROOM
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

Pam McBroom
NOTARY PUBLIC

My Commission Expires MAY 20, 2014