THIS INSTRUMENT PREPARED BY:
CHAFFIN, BURNSED & BLACKBURN, PLLC
The Fridrich Building, 1st Floor
2909 Poston Avenue
Nashville, Tennessee 37203

Davidson County DEEDTRS
Recvd: 05/09/11 12:13 4 pgs
Fees:23.00 Taxes:504.59
20110509-0035415

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP/PARCEL:
Tennessee Commerce Bank 381 Mallory Station, Suite 207 Franklin, Tennessee 37064	SAME	07013005000

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, there has occurred one or more acts of default in the Promissory Note ("Note") owed to Tennessee Commerce Bank ("Lender");

WHEREAS, the Note is secured by the Deed of Trust of record in Instrument No. 20050825-0101410, Register's Office for Davidson County, Tennessee (hereinafter referred to as "Deed of Trust");

WHEREAS, by and through the above described Deed of Trust, the Grantor, Cotton Avenue Investments, LLC, [the "Borrower"], conveyed the real property described herein to Andrew M. Hawkins, Trustee, for the benefit of the Lender, with power of sale;

WHEREAS, the Lender, as owner and/or servicer of the Note, and pursuant to the terms and conditions of the above Deed of Trust, did appoint R. Garry Chaffin as Substitute Trustee, to serve in the stead of the Trustee with all powers granted unto the Trustee, such appointment appearing of record in Instrument No. 20110404-0025498, Register's Office for Davidson County, Tennessee;

WHEREAS, Lender notified the Substitute Trustee of the default in the payments called for in the note secured by the above Deed of Trust and demanded that the Substitute Trustee advertise the subject property for sale pursuant to the terms and conditions of the said Deed of Trust;

WHEREAS, if applicable, the notice requirements of Tennessee Code Annotated Section 35-5-117 have been met;

WHEREAS, the Substitute Trustee did advertise the property for sale in "The Tennessean – Davidson AM" on April 15, 2011, April 22, 2011, and April 29, 2011, in accordance with and in fulfillment of the requirements of the above Deed of Trust;

WHEREAS, the Substitute Trustee and/or his agent, in accordance with the requirements of the above Deed of Trust and the published advertisement for sale of the subject property, did on the 6th day of May, 2011 appear and conduct the sale of the herein described property;

WHEREAS, Tennessee Commerce Bank, did place the highest bid for the subject property, being the sum of $136,374.50; and

NOW THEREFORE, for and in consideration of the sum of $136,374.50, the Substitute Trustee has bargained and sold, and by these present does transfer and convey unto the said Tennessee Commerce Bank, the Grantee herein, its successors and assigns, the property in Davidson County, Tennessee described as follows:

Being all of Lot No. 15 of Block 1 on the Plan of G.T. Sheegog's Subdivision of Bordeaux, Tennessee, as of record in Book 421, page 191, of the Register's Office of Davidson County, Tennessee; fronting 100 feet on the southerly side of Asylum Avenue and running back between parallel lines from the center of said Avenue 225 feet to a dead line in the rear, except a strip of land off the west side of said lot lately sold by the Methodist Benevolent Association to S.W.N. McPherson and wife, Etta, by deed of November 26, 1941 of record in Book 1142, page 688, of said Register's Office, which strip is described as follows:

Beginning at a point on the easterly margin of Asylum Road, which is the common corner between Lots 15 and 16 in the Map showing the revision of Lots Nos. 14, 15, 16, 17 and 18 of Block 1 of G.T. Sheegog's Subdivision of Bordeaux, Tennessee, thence northerly along the easterly margin of said Asylum Road 22 feet; thence in an easterly direction 225 feet to a point 9.5 feet north of the rear common corner between said Lots Nos. 15 and 16; thence southerly

9.5 feet to the rear common corner of Lots Nos. 15 and 16; thence along the original line between said two lots in a westerly direction to the point of beginning.

Included in this description but excluded in this conveyance:

Beginning at the point of intersection of the southeast margin of County Hospital Road and the southwest boundary of the Ruby Lee Kemp property; thence with the said southwest boundary South 49 deg. 11' East 28 feet more or less to a point; thence with the proposed right-of-way with a curve left southwesterly 94.34 feet to a point; thence with the said southeast margin North 40 deg. 33'08" East 78 feet more or less to the point of beginning containing 800 square feet and being part of the property conveyed by Charles D. McDonald and wife to James W. McWhirter and wife, Bertha McWhirter of record in Deed Book 1282, page 179, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Cotton Avenue Investments, LLC, by Quitclaim Deed from Alan K. Williams, dated September 23, 2004, of record in Instrument No. 20040929-0117063, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Alan K. Williams, by Warranty Deed from James Biggs McWhirter, dated September 12, 2003 of record in Instrument No. 20031017-0154313, Register's Office for Davidson County, Tennessee.

Property Known As: 1910 Old County Hospital Road
(a/k/a) 1910 County Hospital Road
Davidson County, Nashville, TN 37218

Map-Par. No.: 07013005000

(The address and map and parcel above are believed to be correct; but same is not part of the legal description of the property sold herein and in the event of any discrepancy, the legal description herein shall control.)

This sale is subject to all matters shown on any recorded document, including any applicable recorded plan, plat, charter, restriction, judgment(s), notice of governmental entity, or declaration of taking(s); any prior lien(s) of record; unpaid taxes and assessments which exist as a lien against said properties; any restrictive covenant(s), easement(s) or setback line(s) that may be applicable; any rights, exemptions and/or 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 deeds of trust, liens, dues, assessments, encumbrances, defects, adverse claims, and other matters that may take priority over the Deed of Trust upon which this foreclosure sale is conducted or are not extinguished by this foreclosure sale. This sale is also subject to any matter that an accurate survey of the premises might disclose.

The Substitute Trustee makes no personal warranties or representations concerning the subject property. The transfer is "AS IS, WHERE IS, AND WITH ALL FAULTS," and without warranty of any kind, express or implied, as to the condition of such property and the improvements located thereon, including merchantability or fitness for particular purpose. Trustee shall make no covenant of seisin or warranty of title, express or implied. 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.

To have and to hold the said tract or parcel of land, including all appurtenances, estate, title and interest thereto belonging, unto the said Grantee, their heirs and/or assigns, forever.

Whenever used, the singular number or pronoun shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS, my hand this 6th day of May, 2011.

R. Garry Chaffin, Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, the within named **R. Garry Chaffin**, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged herself to be the Trustee under the above referenced Deed of Trust, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville Tennessee, this the 6th day of May, 2011.

Notary Public

My Commission Expires: _____



STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

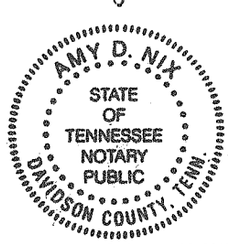
The actual consideration for this transfer or value of property (whichever is greater) is $136,374.50. This is equal to or greater than the property would bring at a fair and voluntary sale.

R. Garry Chaffin, Trustee

Sworn to and subscribed before me this the 6th day of May, 2011.

Notary Public

My Commission Expires: _____



CERTIFICATE OF AUTHENTICITY

I, Heather D. Wood, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Heather D. Wood

State of Tennessee
County of Davidson

Personally appeared before me, Amy D. Nix, a notary public for this county and state, Heather D. Wood, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary Public

Commission Expires: _____

AMY D. NIX
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires JULY 3, 2012