BILL GARRETT, Davidson County
Trans:T20110039398 DEEDTRS
Recvd: 06/30/11 15:24 4 pgs
Fees:23.00 Taxes:6035.75
20110630-0050292

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.:
GreenBank **Attn: Special Assets** **P.O. Box 1120** **Greenville, TN 37744-1120**	**New Owner**	**093-02-3-140.00**

TRUSTEE'S DEED

WHEREAS, default was made in the terms, conditions, and payments provided for and made in a Deed of Trust dated May 18, 2006, executed by Voss Development Corporation, a California corporation, to R. Larry Lovelace, Trustee, of record at Instrument No. 20060519-0058775, Register's Office for Davidson County; and

WHEREAS, First Law Office of Andrew Jackson, LLC, a Tennessee limited liability company, assumed the Indebtedness by Assumption Agreement With Release dated April 19, 2007 ("Agreement"), which Agreement was not placed of record; and

WHEREAS, GreenBank, successor to Middle Tennessee Bank & Trust, a Greene County Bank Office, Greeneville, Tennessee, 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. 20110511-0036280, Register's Office for Davidson County, Tennessee, and authorized any one of the Substitute Trustees to act alone, or by a Designated Agent, with the powers given the Trustee in said Deed of Trust; and

WHEREAS, Sam J. McAllester, III, 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 Monday, June 27, 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, Sam J. McAllester, III, 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 One Million Six Hundred Thirty-one Thousand Two

Hundred Eighty-five and 00/100 Dollars ($1,631,285.00) by GreenBank (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 One Million Six Hundred Thirty-one Thousand Two Hundred Eighty-five and 00/100 Dollars ($1,631,285.00 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 (the "Property"):

A tract of land in the First Civil District of Metropolitan Nashville, Davidson County, Tennessee situated in the southeast quadrant of Fourth Avenue, North and Union Street and being part of Lot 52 on the Original Plan of the Town of Nashville, not of record, and being more fully described as follows:

Beginning at a nail set on the east right-of-way line of Fourth Avenue, North and the south right-of-way line of Union Street and proceeding as follows: 1. With the south margin of Union Street, a 60.6 foot street at this point, N 62 deg. 31' 28" E, 81.58 feet to a PK nail set; thence, 2. Leaving Union Street with the west line of property conveyed to 329 Union Street Joint Venture by deed recorded in Book 6423, page 902, R.O.D.C., Tennessee S 27 deg. 19' 49" E 98.67 feet to a point on the west face of a wall and on the north line of property conveyed to Industrial Development Board of The Metropolitan Government by deed recorded in Book 4667, page 186, R.O.D.C., a Tennessee; thence, 3. With a line within a wall S 62 deg. 55' 00" W, 33.13 feet to a point within a wall being 0.91 feet from the south face and 1.05 feet from the west face, said point being the southeast corner of a tract conveyed to Travel Incorporated by deed recorded in Book 6230, page 495, R.O.D.C., Tennessee; thence, 4. With a wall and the east line of Travel N 26 deg. 07' 44" W, 21.62 feet to a point in a wall being 1.74 feet from the east face and 0.20 feet from the south face and also being the northeast corner of Travel; thence, 5. With Travel's north line S 62 deg. 04' 10" W, 48.71 feet to a PK nail set on the east right-of-way line of Fourth Avenue, North, a 49.5 foot street, and the north face of a wall; thence 6. With the east right-of-way lien of Fourth Avenue, North N 27 deg. 29' 00" W 77.21 feet to the point of beginning and containing 6,990 square feet of or 0.160 of an acre, more or less.

Being the same property conveyed to Voss Development Corporation by deed of record in Instrument No. 200704200047606, Register's Office for Davidson County, Tennessee.

The street address of the Property is believed to be 333 Union Street, 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 Property 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 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 Property might disclose.

The Substitute Trustee, as 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 to convey to Buyer no greater title in the subject Property 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 Property by this Trustee's Deed as Substitute Trustee only, and not individually.

WITNESS my hand this 27th day of June, 2011.

Sam J. McAllester, III
Substitute Trustee, and not Individually

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public of this county, Sam J. McAllester, III, 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 he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office this 27th day of June, 2011.

Kimberley J. Raymond
NOTARY PUBLIC

KIMBERLEY J. RAYMOND
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: 3-3-14

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $1,631,285.00.

AFFIANT

Subscribed and sworn before me on this 27th day of June, 2011.

Kimberley J. Raymond
NOTARY PUBLIC

My Commission Expires: 3-3-14

KIMBERLEY J. RAYMOND
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY