This Instrument Prepared By:
David W. Houston, IV
Burr & Forman LLP
700 Two American Center
3102 West End Avenue
Nashville, Tennessee 37203

BILL GARRETT, Davidson County
Trans:T20110045292 DEEDTRS
Recvd: 07/26/11 15:17 6 pgs
Fees:33.00 Taxes:566.10
20110726-0057229

Address New Owner:	Send Tax Bills To:	Map and Parcel No:
Wells Fargo Bank, N.A. 190 River Road Mailcode J2153-03M Summit, NJ 07901	Wells Fargo Bank, N.A. 190 River Road Mailcode J2153-03M Summit, NJ 07901	113-060-156.00

SUCCESSOR TRUSTEE'S DEED

WHEREAS, default was made in the terms and conditions provided for in that certain Deed of Trust and Security Agreement dated December 26, 2003, to Rick Archer, Trustee, executed by Judy Z. Cunningham ("Grantor"), as same appears of record as Instrument Number 20040112-0004569; and (ii) that certain Assignment of Leases dated December 26, 2003, as same appears of record as Instrument Number 20040112-0004571, recorded in the Register's Office for Davidson County, Tennessee (collectively, the "Deeds of Trust"); conveying certain real and personal property (the "Property") to secure the payment of certain indebtedness described in the Deeds of Trust,

WHEREAS, the entire indebtedness secured by the Deeds of Trust is past due and unpaid; and

WHEREAS, as of June 23, 2011, at 8:00 a.m., there were no state or federal tax liens filed against Grantor in said Register's Office; and,

WHEREAS, Wells Fargo Bank, N.A., as the beneficiary in the Deeds of Trust and as the lawful owner and holder of the obligations secured by the Deeds of Trust, removed Rick Archer as Trustee and appointed David W. Houston, IV as Successor Trustee by instrument of record in Instrument Number 20110406-0026594, said Register's Office; and

WHEREAS, David W. Houston, IV, Successor Trustee, caused certain real property described in the Deeds of Trust (the "Property") to be advertised in accordance with the provisions of the Deeds of Trust, advertising that the Property would be sold at 12:00 noon (CDT) on Friday, July 22, 2011 at the main door of the Davidson County Register of Deeds, Bridgestone Arena, 501 Broadway, Nashville, Tennessee to the highest and best bidder for cash; free from the equity of redemption, statutory right of redemption, homestead, dower, curtesy, exemption rights, marshalling of assets, and all other rights and interests of Grantor, all of which are expressly waived in the Deeds of Trust (the "Foreclosure Notice"), and published the Foreclosure Notice in the Tennessean on July 1, 2011, July 8, 2011, and July 15, 2011, and noticed Grantor and all parties interested in accordance with the provisions of the Deeds of Trust and applicable law; and

WHEREAS, the Successor Trustee's agent personally appeared and offered the Property for sale at public outcry and the highest and best bid received was the sum of One Hundred Fifty-Three Thousand Dollars and no/100 ($153,000.00) by Wells Fargo Bank, N.A. (hereinafter referred to as the "Grantee") and the Property was sold to the Grantee for said amount.

NOW, THEREFORE, in consideration of the premises and sum of One Hundred Fifty-Three Thousand Dollars and no/100 ($153,000.00) bid by the Grantee, David W. Houston, IV, Successor Trustee, has this day bargained and sold and, by the premises, does transfer and convey to Grantee, its successors, heirs and assigns, certain tracts or parcels of land and certain items of personalty situated in Davidson County, Tennessee, and described as follows:

See Attached Exhibit A

To have and to hold the said tracts or parcels of land with the appurtenances, estate, title and interest thereto belonging to the Grantee, its successors, heirs and assigns forever.

It is the intention of the Successor Trustee only to convey to Grantee such title in the Property that he received as Successor Trustee and that, as Successor Trustee, he has the right to sell and convey.

This sale is subject to any unpaid taxes, mortgages, liens, encumbrances, easements, restrictions and other matters of record or otherwise that are prior in right to the liens of said Deed of Trust.

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

David W. Houston, IV, Successor Trustee

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public of this county, David W. Houston IV, 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 25 day of July, 2011.

STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY

NOTARY PUBLIC

My Commission Expires MAY 14, 2012

My Commission Expires:_____

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

The actual consideration for this transfer is One Hundred Thirty-Eight Thousand Dollars and no/100 ($153,000.00).

Affiant

Sworn to and subscribed before me this 25 day of July, 2011.

NOTARY PUBLIC

My Commission Expires: _____



EXHIBIT A

Land in the 6th Civil District of Davidson County, Tennessee, according to an unrecorded survey made by William Collier Parrish Associates, dated March 4, 1960, as follows:

Beginning at a point in the east right-of-way line of Nolensville Road, which is 176.5 feet, more or less, from the corner of Wheeler and Nolensville Road right-of-way line; thence running along the east right-of-way line of Nolensville Road in a southerly direction 50 feet; thence running easterly 160 feet, more or less, to a stake; thence running northwesternly 50 feet to a point; thence running westerly 155 feet, more or less, to the point of beginning.

Being the same property conveyed to Edward R. Cunningham, by Deed of record in Book 3905, page 49, Register's Office for Davidson County, Tennessee. Edward R. Cunningham, having since died, leaving Judy Z. Cunningham as sole owner of subject property, pursuant to Will filed in Will Book 66, page 110 and Codicile to said will, recorded in Will Book 66, page 117, Williamson County, Tennessee.

This is improved property commonly known as 3706 Nolensville Road, Nashville Tennessee.

Together with all present and future easements and other appurtenances to the Property, and all present and future tenements, emblements, and hereditaments, including all buildings, structures and developmental and other improvements, minerals and mineral rights, flowers, shrubs, crops, trees and timber; trade, domestic and ornamental fixtures now or hereafter attached to the Property, and all accessions and additions thereto and replacements thereof; any land lying within the right-of-way of any street, opened or proposed, adjoining the Property, and any and all sidewalks, alleys, and strips and gores of land adjacent to or used in connection with the Property; all contract rights, interests, estate or other claims, both at law or in equity, which Grantor now has or may hereafter acquire with respect to the Property; all the estate, right, title interest and other claim or demand which Grantor now has or may hereafter acquire in any and all awards or payments made for the taking by eminent domain, together with interest thereon, or

by any proceedings or purchase in lieu thereof, of the whole or any part of the Property, including, without limitation, any awards resulting from a change of grade of streets and awards for severance damages; all proceeds of and any unearned premiums on any insurance policies maintained by Grantor (or in which Grantor has any interest) covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof for damages to the Property; all deposits or other security or advance payments, including rental payments made by or on behalf of Grantor to others, with respect to (i) insurance policies relating to all or any part of the Property, (ii) utility service for all or any part of the Property, (iii) cleaning, maintenance, repair or similar services for all or any part of the Property, (iv) refuse removal or sewer service for all or any part of the Property, (v) rental of equipment, if any, used in the operation by or on behalf of Grantor of all or any part of the Property, and (vi) parking or similar services or rights afforded to all or any part of the Property; all remainders, reversions, leasehold estate, right, title and interest of Borrower in and to any and all leases, licenses or subleases of any portion of the Property, now or hereafter existing or entered into, and all right, title and interest of Grantor thereunder, including, without limitation, all cash or security deposits, advance rentals and deposits or payments of similar nature; all rents, issues, profits, income and other revenues derived from the Property or any leases or subleases of same, together with all options or other rights pertaining thereto, and together with all present and future policies of lease insurance and guarantees, if any, of the obligations of the lessee or licensee under any lease; all other presently owned or hereafter acquired materials, equipment, machinery, fixtures, goods, inventory, and other personalty located upon the Property and/or used in connection with Grantor's operation of any enterprise thereon; all rights of Grantor, now owned or owned at any time in the future, with respect to any

water or sewer taps related to the Property; all other presently owned or hereafter acquired contract rights and general intangibles owned by Grantor including, without limitation, Grantor's rights under any maintenance or management contract and the right to use any name associated with the Property; and all fixtures, whether or not permanently attached to the Property, and all personal property and equipment owned by Grantor and reasonably required for the continued operation of the commercial building(s) located upon the Property now or in the future, as perfected by that certain UCC-1 Financing Statement of record as Instrument Number 20040112-0004570, as continued by that certain UCC-1 Financing Statement Amendment of record as Instrument Number 20081203-0117244, Register's Office for Davidson County, Tennessee and that certain UCC-1 Financing Statement filed on January 12, 2004, No. 304-002059, as continued by that certain UCC-1 Financing Statement Amendment filed on October 8, 2008, No. 308-061558, Tennessee Secretary of State.