This instrument prepared by:

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BILL GARRETT, Davidson County
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ROBERT C. HENRY, TRUSTEE

TO...TRUSTEE'S DEED

BANK OF FRANKEWING

WHEREAS, by Deed of Trust dated April 26, 2007, and of record as Instrument 20070427-0050286, Register's Office for Davidson County, Tennessee, Hickory Hills Properties, Inc., a Tennessee Corporation and Si Hickory Hills, LLC, a Tennessee Limited Liability Corporation, did convey certain real estate unto Meade C. Hopkins or Robert C. Henry, Trustees, in trust, to secure certain indebtedness therein set out with power to sell in case of default in the payment thereof, and

WHEREAS, said Deed of Trust contained the power to sell in case of default in payment, the following described real estate:

Being a tract of land located in Nashville, Davidson County, Tennessee, more particularly described by a metes and bounds description provided by Steven D. Delle, of Dale and Associates, Inc., 516 Heather Place, Nashville, TN 37204, Tennessee RLS # 1710, as follows:

Beginning at an iron rod situated in the westerly margin of Old Hickory Boulevard, said point also being the southeast comer of the Spencer- Northcutt Properties of record in Book 7639, page 559, RODCo., TN.

Thence, along said road, along a curve to the left, having a central angle of 03 degrees 16 minutes 06 seconds, a radius of 1140.00 feet, a tangent of 32.52 feet, a length of 65.03 feet and having a chord which bears S 45 degrees 27 minutes 47 seconds E, a distance of 65.02 feet to an iron rod; Thence, along said road, S 47 degrees 05 minutes 50 seconds E, a distance of 400.74 feet to an iron rod; thence, along said road, along a curve to the right, having a central angle of 09 degrees 37 minutes 22 seconds, a radius of 1392.39 feet, a tangent of 117.20 feet, a length of 233.85 feet, and having a chord which bears S 42 degrees 17 minutes 09 seconds E, a distance of 233.58 feet to an iron rod; Thence, along said road, S 52 degrees 31 minutes 32 seconds W, a distance of 5.00 feet to an iron rod; Thence, along said road, along a curve to the right, having a central angle of 01 degrees 55 minutes 44 seconds, a radius of 1387.39 feet, a tangent of 23.36 feet, a length 46.71 feet, and having a chord which bears S 36 degrees 30 minutes 28 seconds E, a distance of 46. 71 feet to an iron rod; Thence leaving said road, S 39 degrees 19 minutes 22 seconds W, a distance of 302.87 feet to an iron rod; Thence, S 58 degrees 28 minutes 39 seconds W, a distance of 99.44 feet to an iron rod; Thence, S 60 degrees 13 minutes 39 seconds W, a distance of 369.38 feet to an iron rod; Thence, S 09 degrees 50 minutes 07 seconds W, a distance of 540.34 feet to an iron rod; Thence, N 81 degrees 53 minutes 29 seconds W, a distance of 803.40 feet to an iron rod; Thence, S 21 degrees 49 minutes 00 seconds W, a distance of 116.96 feet to an iron rod Thence, N 79 degrees 50 minutes 41 seconds W, a distance of 92.06 feet to an iron rod; Thence, N 81 degrees 21 minutes 26 seconds W, a distance of 1403.20 feet to an iron rod; Thence, N 63 degrees 35 minutes 02 seconds E, a distance of 199.07 feet to an iron rod; Thence, N 56 degrees 20 minutes 22 seconds E, a distance of 240.00 feet to an iron rod; Thence, N 49 degrees 28 minutes 56 seconds E, a distance of 199.66 feet to an iron rod; Thence, N 30 degrees 29 minutes 47 seconds E, a distance of 260.09 feet to an iron rod; Thence, N 59 degrees 13 minutes 21 seconds W, a distance of 150.00 feet to an iron rod; Thence, S 68 degrees 30 minutes 06 seconds W a distance of 49.82 feet to an iron rod situated in the northerly margin of Holt Valley Road; Thence, along said road, along a curve to the left, having a

central angle of 57 degrees 23 minutes 18 seconds, a radius of 50.00 feet, a tangent of 27.37 feet, a length of 50.08 feet and having a chord which bears N 49 degrees 29 minutes 03 seconds W, a distance of 48.01 feet to an iron rod; Thence, leaving said road, N 55 degrees 05 minutes 57 seconds E, a distance of 101.39 feet to an iron rod; Thence, S 88 degrees 34 minutes 30 seconds E a distance of 125.57 feet to an iron rod; Thence, N 64 degrees 50 minutes 51 seconds E a distance of 84.20 feet to an iron rod; Thence, N 71 degrees 21 minutes 13 seconds E, a distance of 111.21 feet to an iron rod; Thence, N 87 degrees 29 minutes 21 seconds E, a distance of 145.18 feet to an iron rod; Thence, S 75 degrees 44 minutes 33 seconds E, a distance of153.38 feet to an iron rod; Thence, S 53 degrees 46 minutes 28 seconds E, a distance of 65.96 feet to an iron rod; Thence, S 84 degrees 28 minutes 34 seconds E, a distance of 115.19 feet to an iron rod; Thence, N 87 degrees 00 minutes 39 seconds E, a distance of 138.41 feet to an iron rod; Thence, S 81 degrees 24 minutes 41 seconds E, a distance of 145.53 feet to an iron rod; Thence, S 55 degrees 07 minutes 53 seconds E, a distance of 143.75 feet to an iron rod; Thence, N 17 degrees 22 minutes 03 seconds E, a distance of 798.69 feet to an iron rod; Thence, S 77 degrees 49 minutes 07 seconds E, a distance of 505.53 feet to an iron rod; Thence N 56 degrees 48 minutes 05 seconds E, a distance of 60.85 feet to the point of beginning and containing 56.161 acres of land.

LESS AND EXCEPT THE FOLLOWING PROPERTY WHICH IS EXCLUDED FROM THIS CONVEYANCE:

Beginning at an iron rod situated in the westerly margin of Old Old Hickory Boulevard, said point also being the southeast comer of the Spencer- Northcutt Properties of record in Book 7639, page 559, RODCo., TN

Thence, along said road, along a curve to the left, having a central angle of 03 degrees 16 minutes 06 seconds, a radius of 1140.00 feet, a tangent of 32.52 feet, a length of 65.03 and having a chord which bears S 45 degrees 27 minutes 47 seconds E, a distance of 65.02 feet to an iron rod; Thence, S 47 degrees 05 minutes 50 seconds E, a distance of 37.56 feet to an iron rod; Thence, S 56 degrees 48 minutes 05 seconds W, a distance of 125.49 feet to a point; Thence, N 77 degrees 49 minutes 07 seconds W, a distance of 223.75 feet to a point; Thence, S 15 degrees 01 minutes 12 seconds W, a distance of 207.14 feet to a point; Thence, S 23 degrees 31 minutes 05 seconds W, a distance of 264.24 feet to a point; Thence, S 12 degrees 50 minutes 01 seconds W, a distance of 111.77 feet to a point; Thence, S 25 degrees 04 minutes 39 seconds E, a distance of 85.06 feet to a point; Thence, S 32 degrees 45 minutes 59 seconds E, a distance of 56.32 feet to a point; Thence, S 15 degrees 21 minutes 21 seconds W, a distance of 99.28 feet to a point; Thence, S 48 degrees 56 minutes 14 seconds W, a distance of 78.53 feet to a point; Thence, S 31 degrees 55 minutes 54 seconds W, a distance of 55.57 feet to a point; Thence, S 81 degrees 58 minutes 41 seconds W, a distance of 120.25 feet to a point; Thence, N 02 degrees 49 minutes 16 seconds W, a distance of 87.96 feet to a point; Thence, N 18 degrees 11 minutes 34 seconds E, a distance of 142.89 feet to a point; Thence, N 55 degrees 55 minutes 45 seconds W a distance of 251.28 feet to a point; Thence, N 17 degrees 22 minutes 03 seconds E, a distance of 721.54 feet to an iron rod; Thence, S 77 degrees 49 minutes 07 seconds E, a distance of 505.53 feet to an iron rod; Thence, N 56 degrees 48 minutes 05 seconds E, a distance of 60.85 feet to the point of beginning and containing 325,157.908 square feet or 7.465 acres of land.

Being the same property conveyed to Hickory Hill Properties, Inc., A Tennessee Corporation by deed from The Bluff's of Old Hickory, A Tennessee Corporation of record as Instrument No. 20070110-0004333, dated January 5, 2007, Register's Office for Davidson County, Tennessee.

Map-Par. 128-00-0-071.00

WHEREAS, notice of right to foreclose was sent pursuant to T.C.A. 35-5-101(e)(1) at least thirty (30) days prior to the first publication addressed to the debtor at the last known mailing address of debtor.

SUBJECT TO any governmental zoning or subdivision ordinances or regulations in effect thereon; any declarations, covenants or restrictions; any building setback lines, power, telephone company and drainage easements or other matters of record in the Register's Office of Davidson County, Tennessee.

FURTHER SUBJECT TO any matters which might be disclosed by an accurate survey and inspection of the property and any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, items not extinguished by foreclosure pursuant to Tennessee law, and any matters of record superior to the Deed of Trust first reference above.

WHEREAS, said Deed of Trust was made to secure the note therein set out and contained the power to sell in case of default in the payment of said note and interest at maturity, and

WHEREAS, the maker of said note has defaulted in the payment thereof and default has continued for many months and Bank of Frankewing, as the owner and holder of said note, has requested and directed the undersigned to foreclose said Deed of Trust according to its terms in order to collect said note.

WHEREAS The Soldiers' and Sailors' Relief Act of 1940 (as to matters that were not final on December 19, 2003) and the new Servicemembers Civil Relief Act protect and preserve the interests of persons serving in the military service. A person serving in the military service includes individuals serving in the Army, Navy, Air Force, Marine Corp., Cost Guard, public health service and the National Guard and Reserves from the date required to report for active duty. Unless a state or federal court enters a court order permitting it or it occurs under a written agreement executed while the person is in the military service, the Act prohibits the foreclosure of a mortgage executed prior to the date the person entered military service. A foreclosure sale that occurs in violation of this prohibition is not valid. The Mortgagee/Assignee has confirmed by Affidavit that the Mortgagor(s) was not in the military service at the time of the foreclosure or within the 90 days before the foreclosure sale.

FURTHER, I sent notice of this sale by first class mail posted more than thirty (30) days before the sale date to the aforesaid mortgagors and to the following lienholders at their respective last ascertainable addresses, to wit:

NO LIENHOLDERS OF RECORD

FURTHER, notice was sent at least thirty (30) days prior to the first publication date pursuant to T.C.A. §351-101(e).

NOW, THEREFORE, I, the undersigned, Robert C. Henry, Trustee, proceeded according to the terms of said Deed of Trust and advertised said property for three (3) different weeks on July 8, 2011, July 15, 2011 and July 22, 2011, in the Tennessean, a newspaper published in Davidson County, Tennessee, the first publication being more than twenty (20) days before the date of sale, as provided in said Deed of Trust, announcing the terms, and place of sale, and pursuant to said advertisement offered said property for sale and sold the same, in bar of the equity of redemption, the statutory right of redemption and free from homestead and dower, all in accordance with the provisions of said Deed of Trust and the laws of Tennessee controlling such sales, but subject to 2011 taxes, on the 29th day of July, 2011, at 12:00 o'clock Noon at the Davidson County Courthouse, South Main Door, as set out in said advertisement, and struck off and sold the same to Bank of Frankewing, at its bid of $1,018,516.19 which was the highest, best and last bid offered, or that could be obtained.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES and the sum of One Million Eighteen Thousand Five Hundred Sixteen and 10/100 ($1,018,516.19) Dollars, cash in hand paid, the receipt of which is hereby acknowledged, I, Robert C. Henry, Trustee, have this day bargained and sold and do hereby sell, transfer and convey unto Bank of Frankewing, its successors and assigns, all of the right, title, interest and estate vested in me as Trustee by said Deed of Trust in and to said property.

This conveyance is subject to the 2011 Davidson County Real Property Taxes.

THIS CONVEYANCE IS ALSO SUBJECT TO:

1. Driveway agreement of record in Book 5092, page 392, as re-recorded of record in Book 5197, page 634, said Register's Office.

2. Easement for Sanitary Sewers of record in Book 5222, page 748, said Register's Office.

3. Easement for Sanitary Sewers of record in Book 5608, page 801, said Register's Office.

TO HAVE AND TO HOLD said property unto the said Bank of Frankewing, its successors and assigns, in fee simple forever.

I, the undersigned, Robert C. Henry, Trustee, do hereby convey and assign unto Bank of Frankewing, its successors and assigns, all of the rights and benefits of the covenants contained in said Deed of Trust in as full and ample a manner as I can or ought to do, but I convey and assign as Trustee and not otherwise.

The consideration of $1,018,516.19 was applied as follows:

$ 1,258.00	The Tennessean Advertisements
$ 700.00	Henry, Henry & Underwood, P.C., Attorneys' fees
$1,016,558.19	Applied to Principal and interest on note.

POSSESSION passes with delivery of this deed, and **TAXES** for the year 2011 will be paid by the Grantees.

This the 29th day of July, 2011.

Robert C. Henry, Trustee

STATE OF TENNESSEE
COUNTY OF GILES

Personally appeared before me, Michelle Matthews, a Notary Public of said County and State, Robert C. Henry, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the TRUSTEE of the maker and is authorized by the maker to execute this instrument on behalf of the maker.

Witness my hand, at office the 29th day of July, 2011.

Notary Public

MICHELLE J. MATTHEWS
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF GILES

My Commission Expires: September 22, 2012.

STATE OF TENNESSEE
COUNTY OF GILES

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is $1,018,516.19, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Sworn to and subscribed before me on this 29th day of July, 2011.

Notary Public

My commission expires: September 22, 2012.

MICHELLE J. MATTHEWS
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF GILES

Mail deed to: Owner
Name: Bank of Frankewing
Address: P.O. Box 1
Frankewing, TN 38459

Mail tax notice to:
Name: Bank of Frankewing
Address: P.O. Box 1
Frankewing, TN 38459

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