Prepared by and after recording return to:
Nelwyn Inman, Esq.
Baker, Donelson Bearman, Caldwell & Berkowitz, PC
633Chestnut Street, Suite 1800
Chattanooga, Tennessee 37450

BILL GARRETT, Davidson County
Trans:T20110054678 DEEDTRS
Recvd: 09/02/11 14:50 6 pgs
Fees:33.00 Taxes:5550.00
20110902-0068440

Address of New Owner:	Send Tax Bills to:	Map & Parcel No.:
1135-1141 Bell Road Holdings, LLC c/o CWCapital Asset Management 7501 Wisconsin Avenue Suite 500, West Bethesda, MD. 20814	1135-1141 Bell Road Holdings, LLC c/o CWCapital Asset Management 7501 Wisconsin Avenue Suite 500, West Bethesda, MD. 20814	163-77.00

TRUSTEE'S DEED

This Trustee's Deed is made and entered into as of the 2nd day of September, 2011, by Nelwyn Inman, not individually, but as successor trustee ("Successor Trustee").

WHEREAS, by Deed of Trust, Security Agreement and Fixture Filing (the "Deed of Trust") dated as of August 10, 2006, Shoppes at Home Depot, L.P., a Tennessee limited partnership, conveyed in trust to Yale K. Riley, as Trustee, certain real property to secure payment of a debt in the original principal amount of $3,500,000.00, payable to Wachovia Bank, National Association, recorded at Instrument No. 20060814-0099639 in the Office of the Register of Deeds of Davidson County, Tennessee (the "Register's Office"), the same being incorporated herein by reference; and,

WHEREAS, U.S. Bank National Association, as Trustee for the Registered Holders of Wachovia Bank Commercial Mortgage Trust, Commercial Mortgage Pass-Through Certificates, Series 2006-C28 ("Lender"), is the true and lawful owner and holder of the debt aforesaid which is secured by the Deed of Trust pursuant to that Assignment of Deed of Trust, Security Agreement and Fixture Filing and Assignment of Leases and Rents of record at Instrument No. 20090721-0068276 (from previous assignment at Instrument No. 20070424-0048395) in the Register's Office. Said Assignment is incorporated herein by reference; and,

WHEREAS, the indebtedness secured by the Deed of Trust became overdue and unpaid, and other conditions of default occurred, by reason of which the Lender declared the Deed of Trust to be in default, and notice was given of such default to Borrowers, but following such notice, the default was not cured; and,

WHEREAS, by instrument recorded as Instrument No. 20110805-0060582 in said Register's Office, Lender, as such owner, holder and beneficiary, appointed Nelwyn Inman and Barbara Rose, as Substitute Trustees ("Successor Trustee") either of whom acting alone was authorized to act in the place and stead of the Trustee; and,

WHEREAS, Lender directed Successor Trustee to sell the Property as provided in the Deed of Trust, and Successor Trustee caused notice to be published in *The Davidson Tennessean* that the Property would be sold on September 2, 2011, at 11:00 a.m. local time at the Davidson County Courthouse in Nashville, Davidson County, Tennessee, such foreclosure notice appearing in said newspaper on August 12, August 19 and August 26, 2011; and,

WHEREAS, Barbara Rose, as a Successor Trustee, appeared at the Courthouse in Nashville, Davidson County, Tennessee, on September 2, 2011, at 11:00 a.m., local time, and offered the Property for sale, and after opening the floor for competitive bids, the highest and best bid was made by U.S. Bank National Association, as Trustee for the Registered Holders of Wachovia Bank Commercial Mortgage Trust, Commercial Mortgage Pass-Through Certificates, Series 2006-C28 which bid was then assigned to 1135-1141 Bell Road Holdings, LLC, in the amount of $1,500,000.00 whereupon the Property was sold to 1135-1141 Bell Road Holdings, LLC, for said amount.

NOW, THEREFORE, I, Nelwyn Inman, not individually but as Successor Trustee as aforesaid, in consideration of the premises, $10.00, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by these presents do hereby convey unto 1135-1141 Bell Road Holdings, LLC, its successors and assigns ("the Grantee"), all right, title and interest in and to the following real property (the "Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

TO HAVE AND TO HOLD the Property, free of all statutory and other rights of redemption of Borrowers as provided in, but only to the extent provided in, the Deed of Trust.

Grantee hereunder accepts title to the Property and all improvements thereon, if any, in an AS IS, WHERE IS condition, and without representation or warranty from Successor Trustee and/or Lender as to any matter whatsoever. Without limiting the foregoing, **Substitute Trustee disclaims all representations and warranties, express or implied, including warranties of merchantability or fitness for a particular use or purpose. Additionally, Successor Trustee disclaims all representations and warranties as to the absence or presence on or under the property of hazardous substances as defined by any environmental laws, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act or similar federal and state legislation (collectively, "environmental laws").** 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 environmental laws,

and potential flood hazards. By accepting this Trustee's Deed, Grantee agrees to indemnify and hold Successor Trustee and Lender 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.

Said sale is subject to certain easements, restrictions, liens, taxes, etc., including, but not limited to the following to the extent applicable on the date hereof:

(1) Any and all unpaid real and personalty taxes, plus penalty and interest, if any. Such taxes will not be pro-rated or paid from the trust estate. Grantee assumes full liability for such taxes.

(2) Any mechanic's and materialmen's liens, filed or unfiled, which take priority over the Deed of Trust upon which the foreclosure sale was held.

(3) Such easements, building lines, recorded plans and restrictions as may be applicable and which take priority over the Deed of Trust upon which the foreclosure was held.

(4) Any rights of redemption or otherwise held by the Internal Revenue Service or by the State of Tennessee.

(5) Rights or claims of parties in possession.

(6) Encroachments, overlaps, boundary line disputes or other matters which would be shown by an accurate survey or inspection of the Property.

(7) Any and all deeds of trust, fixture filings, liens of any kind or nature, and/or leases which take priority over the Deed of Trust upon which the foreclosure sale was held.

(8) Any and all other matters, including, without limitation, liens, easements, restrictions, claims, defects, encumbrances, adverse claims and other matters which take priority over the Deed of Trust under which the foreclosure was held.

WITNESS the signature of the Successor Trustee as of the day and date first above written.

Nelwyn Inman, not individually but as
Successor Trustee

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Nelwyn Inman, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the Successor Trustee, and that she as such Successor Trustee being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing her name, not individually but as Successor Trustee.

Witness my hand and seal this 2nd day of September, 2011.

Karen D. Norman

Notary Public

KAREN D. NORMAN STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My commission expires: My Commission Expires SEPT. 9, 2014

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $1,500,000.00.

Affiant

Subscribed and sworn to before me this 2nd day of September, 2011.

Karen D. Norman

Notary Public

KAREN D. NORMAN STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires: My Commission Expires SEPT. 9, 2014

C NIR 577331 v1
2904052-000125

EXHIBIT "A"

LEGAL DESCRIPTION

Land in Davidson County, Tennessee, being Lot No. 1 as shown on the Plan of Bell Ridge Commons, Third Revision, of record in Plat Book 7900, page 853, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.

Being part of the same property conveyed to Storage Associates, L.P. by Special Warranty Deed from Commerce Trading Corporation, a Tennessee corporation of record in Book 9162, page 193, Register's Office for Davidson County, Tennessee; and by Quitclaim Deed from Home Depot U.S.A., Inc., a Delaware corporation of record in Book 9174, page 852, said Register's Office. The said Storage Associates, L.P. having since changed its name to Shoppes at Home Depot, L.P. as evidenced by Amendment to the Certificate of Limited Partnership of record in Instrument No. 20050913-0109660, said Register's Office.

Also known as:

SURVEYOR'S DESCRIPTION

Being a parcel of land in Nashville, First Civil District, Thirty-Second Councilmanic District, Nashville, Davidson County, Tennessee, located on the north side of Bell Road, west of I-24 and being Lot One on the Plan of Third Revision, Bell Ridge Commons, as of record in Plat Book 7900, Page 853, R.O.D.C., and being more particularly described as follows:

BEGINNING at a point in the northerly right-of-way of Bell Road, said point being 992.9 feet, more or less, west of the westerly right-of-way of Cane Ridge Road as measured along said northerly right-of-way of Bell Road; THENCE, with said northerly right-of-way of Bell Road, N 88° 52' 57" W, 19.00 feet to the southeast corner of Lot Two, Second Revision, Bell Ridge Commons, as of record in Plat Book 7900, Page 157, R.O.D.C.; THENCE, leaving said northerly right-of-way of Bell Road and following the easterly property line of said Lot Two the following calls: N 08° 52' 57" W, 316.00 feet to a point; S 81° 07' 03" W, 44.00 feet to a point; N 08° 52' 57" W, 190.00 feet to a point; S 81° 07' 03" W, 68.00 feet to a point; N 08° 52' 57" W, 94.00 feet to a point; S 81° 07' 03" W, 48.00 feet to a point; N 00° 46' 43" E, 168.49 feet to a point in the southerly line of Cedar Pointe Properties, Ltd., as of record in Book 6747, page 392, R.O.D.C.; THENCE, with Cedar Point Properties, Ltd., the following calls: Due east 29.75 feet to a point, N 48° 31' 15" E, 110.00 feet to a point; N 00° 31' 15" W, 223.57 feet to a point in Collins Creek; THENCE, with Collins Creek, S 84° 29' 15" E, 29.70 feet to a point in the southwesterly right-of-way of Cane Ridge Road; THENCE, with said right-of-way of Cane Ridge Road the following calls: Along a curve to the left 13.33 feet to a point, said curve having a central angle of 02° 20' 52", a radius of 325.33 feet, a tangent of 6.67 feet and a chord of S 47° 10' 49" E, 13.33 feet; S 47° 22' 13" E, 312.14 feet to a point; Along a curve to the right 179.57 feet to a

point, said curve having a central angle of 08° 43' 50', a radius of 1178.46 feet, a tangent of 89.96 feet and a chord of S 43° 00' 19" E, 179.40 feet; S 38° 38' 24" E, 93.74 feet to a point; Along a curve to the left 46.03 feet to a point, said curve having a central angle of 03° 12' 01", a radius of 824.04 feet, a tangent of 23.02 feet and a chord of S 40° 14' 24" E, 46.02 feet; THENCE, leaving said right-of-way of Cane Ridge Road and following the northwesterly line of Sal Vador Ramirez, et. al., as of record in Instrument No. 20041190139386, R.O.D.C., S 48° 09' 06" W, 158.60 feet to a point; THENCE, with the westerly line of said Ramirez, S 00° 45' 36" W, 246.60 feet to the northeast corner of Lot Three, Third Revision, Bell Ridge Commons, as of record in Book 7900, Page 853, R.O.D.C.; THENCE, leaving said westerly line of Ramirez, and following the northerly property line of said Lot Three, N 89° 14' 24" W, 165.00 feet to a point; THENCE, S 10° 45' 48" W, 12.55 feet to a point; THENCE, S 81° 07' 03" W, 56.00 feet to the northwesterly corner of said Lot Three; THENCE, S 06° 13' 39" E, 200.52 feet to the POINT OF BEGINNING.