THIS INSTRUMENT PREPARED BY
AND RETURN TO:

S. Madison Roberts, IV
Yost Robertson Nowak, PLLC
133 Holiday Court, Suite 208
Franklin, TN 37067
(615) 790-9678

BILL GARRETT, Davidson County
Trans:T20110058862 DEEDTRS
Recvd: 09/22/11 09:07 4 pgs
Fees:23.00 Taxes:296.00
20110922-0073351

Address New Owner:	Send Tax Bills To:	Map/Parcel:
Janet and Ashley Stocker 3 Shirley Road Southsea United Kingdom P05 2QD	same	082 03 0 058.00

SUBSTITUTE TRUSTEE'S DEED

This Substitute Trustee's Deed is made and entered into this the 20th day of September, 2011, by S. Madison Roberts, IV, Substitute Trustee ("Substitute Trustee").

WHEREAS, Sand Dollar Industries, LLC ("Grantor") by that certain Deed of Trust, dated August 7, 2008, record in Instrument Number 20080918-0095408, Register's Office for Davidson County, Tennessee (the "Deed of Trust"), conveyed to Dellana Lowhorn, Trustee, the Property (as hereinafter defined) to secure the payment of a certain indebtedness described in the Deed of Trust (the "Indebtedness"), which Indebtedness is presently held and owned by Janet and Ashley Stocker (the "Lenders"); and

WHEREAS, the Indebtedness became overdue and unpaid, and other conditions of default occurred, by reason of which the Lenders declared the Deed of Trust to be in default, and notice was given of such default to Grantor, in the manner required by the terms of the Deed of Trust, but following such notice the default was not cured; and

WHEREAS, Lenders appointed S. Madison Roberts, IV to serve as Substitute Trustee in place of Dellana Lowhorn in accordance with the terms of the Deed of Trust, by that instrument record in Instrument Number 20110816-0063008, said Register's Office; and

WHEREAS, Lenders directed the Substitute Trustee to sell the Property as provided in the Deed of Trust, and the Substitute Trustee caused notice to be published in the *Tennesseean – Davidson A.M.* that the Property would be sold on September 19, 2011 at 9:00 a.m. at the Davidson County courthouse door, located at the Davidson County courthouse, Nashville, Tennessee, such Notice of Substitute Trustee's Sale appearing in said paper on September 2, 2011, September 9, 2011 and September 16, 2011; and

WHEREAS, the Substitute Trustee further sent a copy of the Notice of Substitute Trustee's Sale to Grantor, and following the appearance of the Notice of Substitute Trustee's Sale in said newspaper the default was not cured; and

WHEREAS, the Substitute Trustee at the time, place and date specified in the Notice of Substitute Trustee's Sale offered the Property for sale, and after opening the floor for competitive bids, sold the Property to Janet and Ashley Stocker, as Tenants by the Entirety, at the price of Eighty Thousand Dollars ($80,000.00), this being the highest, last and best bid.

NOW, THEREFORE, I, S. Madison Roberts, IV, Substitute Trustee as aforesaid, in consideration of the premises and the sum of Eighty Thousand Dollars ($80,000.00), to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto Janet and Ashley Stocker, as Tenants by the Entirety, their successors and assigns (the "Grantees") all of my right, title and interest in and to the following described real estate, together with all the improvements now or hereafter erected on the Property, and all easements, rights, appurtenances, rents, royalties, mineral, oil, timber and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the Property, if any, but no further or otherwise, located in Davidson County, Tennessee (collectively, the "Property"), and more particularly described as follows, to wit:

> Land in Davidson County, Tennessee, being Lot No. 85 on the Plan of Sharpe and Horn's 2nd Addition, as of record in Plat Book 161, page 53, Register's Office for said County. Said Lot No. 85 fronts 50 feet on the easterly side of Joseph Street and runs back between parallel lines 145 feet to an alley.
>
> Being the same property conveyed to Sand Dollar Industries, LLC, by deed of William Gene Brown, of record as Instrument No. 20080918-0095407, Register's Office of Davidson County, Tennessee.
>
> This is improved property known as 1007 Joseph Avenue, Nashville, Tennessee.

To have and to hold the Property, free of all rights which are expressly waived in the Deed of Trust, as provided in, but only to the extent provided in, said Deed of Trust.

Grantees hereunder accept title to the Property and all improvements thereon in an AS IS WHERE IS condition, and without representation or warranty from Substitute Trustee as to any matter whatsoever, and by accepting this Substitute Trustee's Deed, Grantees represent and warrant that they have conducted their own due diligence with regard to the Property and matters of title related to the Property, and represent and warrant that they have not relied on any statement or action made by Substitute Trustee. Without limiting the foregoing, SUBSTITUTE TRUSTEE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ADDITIONALLY, SUBSTITUTE TRUSTEE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES AS TO THE ABSENCE OR PRESENCE ON OR UNDER THE PROPERTY OF HAZARDOUS SUBSTANCES AS DEFINED BY ANY

COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT ("CERCLA") OR SIMILAR FEDERAL AND STATE LEGISLATION (COLLECTIVELY, THE "ENVIRONMENTAL LAWS"). Grantees accept 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 this Substitute Trustee's Deed, Grantees agree to indemnify and hold the Substitute 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.

Grantees hereunder accept title to the Property and all improvements thereon subject to any and all unpaid real estate taxes, restrictive covenants, easements and setback lines; any and all redemption rights, including rights of redemption of any governmental agency, State or Federal, and any and all other prior liens or encumbrances against said real property.

WITNESS the signature of the Substitute Trustee on this the day and date first above written.

S. Madison Roberts, IV, Substitute Trustee

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, S. MADISON ROBERTS, IV, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged himself to be the Substitute Trustee, and that he as such Substitute Trustee being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing his name as Substitute Trustee.

Witness my hand and official seal, this 20th day of September, 2011.

Notary Public

GAIL P. LUTTRELL
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

My Commission Expires: 3-17-2014

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

The actual consideration or value, whichever is greater, for this transfer is Eighty Thousand Dollars ($80,000.00).

S. Madison Roberts, IV, Substitute Trustee

Subscribed and sworn to before me this the 20th day of September, 2011.

Notary Public

GAIL P. LUTTRELL
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

My Commission Expires: 3-17-2014