BILL GARRETT, Davidson County
Trans:T20110063936 DEEDTRS
Recvd: 10/13/11 10:54 5 pgs
Fees:28.00 Taxes:6482.40
20111013-0079644

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	104-02-1-G-001.00 CO (Unit 1) 104-02-1-G-004.00 CO (Unit 4) 104-02-1-G-005.00 CO (Unit 5) 104-02-1-G-006.00 CO (Unit 6)

TRUSTEE'S DEED

WHEREAS, default was made in the terms, conditions, and payments provided for and made in a Deed of Trust dated March 1, 2007, executed by Acropolis Partners, a Tennessee general partnership composed of JBS Enterprises, a Tennessee general partnership and U. Grant Browning Family LLC, a Tennessee limited liability company, to C. Richard Bobo, Trustee, of record in Instrument No. 20070305-0026933, and modified and amended by that certain Amended and Restated Construction Loan Deed of Trust, Assignment of Rents, Security Agreement and Financing Statement, dated July 26, 2007, of record in Instrument No. 20070727-0089092, further modified and amended by that certain Deed of Trust Modification Agreement, dated July 22, 2008, of record in Instrument No. 20080804-008009 and further modified and amended by that certain Third Amended and Restated Construction Loan Deed of Trust, Assignment of Rents, Security Agreement and Financing Statement, dated March 9, 2011, or record in Instrument No. 20110503-0033727, Register's Office for Davidson County; and

WHEREAS, GreenBank, successor to Cumberland Bank, 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 as Instrument No. 20110902-0068533, Register's Office for Davidson County, Tennessee, and authorized any one of the Substitute Trustee's to act alone or by a Designated Agent with the powers, given the Trustee in said Deed of Trust; and

WHEREAS, C. Tucker Herndon, 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 10:30 o'clock a.m., prevailing time on Friday, September 30 , 2011 at 10:30 o'clock a.m., prevailing time, 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, C. Tucker Herndon, 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 Seven Hundred Fifty-two Thousand and 00/100

Dollars ($1,750,000.00) by Capital Bank, N.A., successor by merger to GreenBank, successor to Cumberland Bank, (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 Seven Hundred Fifty-two Thousand and 00/100 Dollars ($1,750,000.00) 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/their [heirs and representatives/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:

> Land in Davidson County, Tennessee, being Units No. 1, 4, 5, 6 Acropolis Townhomes, a Horizontal Property Regime with Private Elements located at Nashville, Davidson County, Tennessee, and described in a Declaration of Covenants, Conditions and Restrictions for Acropolis Townhomes, a Horizontal Property Regime with Private Elements, of record as Instrument No. 20070719-0086032, Register's Office for Davidson County, Tennessee, to which reference is hereby made. The easements, restrictive covenants, conditions and regulations imposed upon and relating to the units, property, co-owners and tenants of Acropolis Townhomes, a Horizontal Property Regime with Private Elements, contained in said Declaration, the plat filed as Exhibit "B" to said Declaration appearing in Instrument No. 20070719-0086032, and Bylaws appended thereto as Exhibit "C", said Register's Office, are incorporated hereby reference and made a part hereof the same as though copied herein for a more complete identification and description of said Unit.
>
> Being the same property conveyed to Acropolis Partners, a Tennessee General Partnership by deed from Daniel Griffin Norman, of record in Instrument # 20070305-0026924 and part of the same property conveyed to Acropolis Partners, a Tennessee General Partnership by deed from Melody Grace Ray of record in Instrument # 20070305-0026926, Register's Office for Davidson County, Tennessee. And being part of the same property conveyed to Acropolis Partners, a Tennessee General Partnership by deed of record in Instrument No. 200709120109551, said Register's Office.

Street Address: The street addresses of the property are believed to be the addresses shown below, Nashville, Davidson County, Tennessee, but such addresses are 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.

Street Addresses:

(Unit 1) - 3127 Parthenon Avenue, Nashville, Tennessee
(Unit 4) - 425 Avoca Street, Nashville, Tennessee

(Unit 5) - 423 Avoca Street, Nashville, Tennessee
(Unit 6) - 421 Avoca Street, Nashville, Tennessee

To have and to hold the said tract or parcel of land with the appurtenances, estate, title and interest thereto belonging to the Buyer, its/their heirs, successors, and assigns forever.

The Substitute Trustee covenants with the said Buyer that he is lawfully seized and possessed of said real 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 premises might disclose.

The 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/their [heirs and representatives/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 only to convey to Buyer no greater title in the subject real estate 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 real property by this Trustee's Deed as Substitute Trustee only, and not individually.

WITNESS my hand this 30th day of September, 2011.

C. Tucker Herndon
Substitute Trustee, and not Individually

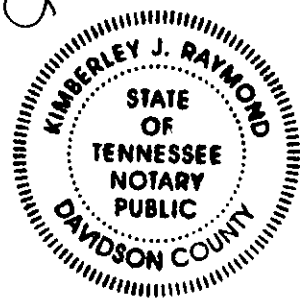
STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public of this county, C. Tucker Herndon, 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 s/he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office this 30th day of September, 2011.

Kimberley J Raymond
NOTARY PUBLIC

My Commission Expires: 3-3-14



STATE OF TENNESSEE)
)
COUNTY OF Davidson)

The actual consideration or value, whichever is greater, for this transfer is $1,752,000.00.

AFFIANT

Subscribed and sworn before me on this 30th day of September, 2011.

NOTARY PUBLIC

My Commission Expires: 3-3-14

KIMBERLEY J. RAYMOND
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY