THIS INSTRUMENT PREPARED BY:
CHAFFIN, BURNSED & BLACKBURN, PLLC
The Fridrich Building, 1st Floor
2909 Poston Avenue
Nashville, Tennessee 37203

Davidson County DEEDTRS
Recvd: 10/26/11 15:37 6 pgs
Fees:33.00 Taxes:1460.76
20111026-0083394

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP/PARCELS:
Tennessee Commerce Bank 381 Mallory Station, Suite 207 Franklin, Tennessee 37064	SAME	081.11-0-015.00 081.03-0-018.00 081.03-0D-002.00CO 092.02-0B-001.00CO 092.02-0B-002.00CO 092.06-0B-703.00

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, there has occurred one or more acts of default in the Promissory Note ("Note") owed to Tennessee Commerce Bank ("Lender");

WHEREAS, the Note is secured by the Deed of Trust of record in Instrument No. 20080423-0041661, Register's Office for Davidson County, Tennessee (hereinafter referred to as "Deed of Trust");

WHEREAS, by and through the above described Deed of Trust, the Grantor, Epandco Holdings, LLC [the "Borrower"], conveyed the real property described herein to Andrew M. Hawkins, Trustee, for the benefit of the Lender, with power of sale;

WHEREAS, Borrower executed a Cross Default and Cross Collateralization Agreement dated December 29, 2009 of record in Instrument No. 20100115-0003987, Register's Office for Davidson County, Tennessee;

WHEREAS, Borrower executed a Modification, Extension and Combination of Deeds of Trust dated September 20, 2010 of record in Instrument No. 20100928-0077015, Register's Office for Davidson County, Tennessee;

WHEREAS, the Lender, pursuant to the terms and conditions of the above Deed of Trust, did appoint R. Garry Chaffin as Substitute Trustee, to serve in the stead of the Trustee with all powers granted unto the Trustee, such appointment appearing of record in Instrument No. 20110420-0030615, Register's Office for Davidson County, Tennessee;

WHEREAS, Lender notified the Substitute Trustee of the default in the payments called for in the Note secured by the above Deed of Trust and demanded that the Substitute Trustee advertise the subject property for sale pursuant to the terms and conditions of the said Deed of Trust;

WHEREAS, the Notice of Right to Foreclose required by Tennessee Code Annotated Section 35-5-117 was not applicable to this sale pursuant to Tennessee Code Annotated Section 35-5-117(1)(H)(3) due to the automatic stay being lifted by order of the U.S. Bankruptcy Court for the Central District of California;

WHEREAS, the Substitute Trustee did advertise the property for sale in the "The Nashville Scene" on September 29, 2011, October 6, 2011, and October 13, 2011, in accordance with and in fulfillment of the requirements of the above Deed of Trust;

WHEREAS, the Substitute Trustee and/or his agent, in accordance with the requirements of the above Deed of Trust and the published advertisement for sale of the subject property, did on the 21st day of October, 2011 appear and conduct the sale of the herein described property;

WHEREAS, Tennessee Commerce Bank, did place the highest bid for the subject property, being the sum of $394,800.00; and

NOW THEREFORE, for and in consideration of the sum of $394,800.00, the Substitute Trustee has bargained and sold, and by these present does transfer and convey unto the said Tennessee Commerce Bank, the Grantee herein, its successors and assigns, the property described as follows:

(1) **1735 22nd Avenue North, Nashville, TN 37208**
(MAP AND PARCEL: 081.11-0-015.00)

Being Lot No. 325 on the plan of J.M., T.J. and G.W. Harding's Plan, of record in Book 21, page 80, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete and accurate description.

Said Lot fronts 50 feet on the westerly side of 22nd Avenue North, and runs back between parallel lines 157 feet to an alley.

Being a portion of the same property conveyed to South East Real Estate Development, LLC by Deed from Andrew Hereford, of record in Instrument No. 20070613-0070848, dated May 25, 2007, Register's Office for Davidson County, Tennessee.

(2) **2201 18th Avenue North, Units A & B, Nashville, TN 37208**
(MAP AND PARCEL: 081.03-0-018.00)

Land in Davidson County, Tennessee, being Lot No. 15, on the Plan of Buena Vista Heights Addition, of record in Book 161, Page 19, Register's Office for said County, to which plan reference is hereby made for a more complete description.

Being a portion of the same property conveyed to South East Real Estate Development, LLC by Deed from Phase 10 Management, LLC, of record in Instrument No. 20061212-0153367, dated December 8, 2006, Register's Office for Davidson County, Tennessee.

(3) **2203 18th Avenue North Unit B, Nashville, TN 37208**
(MAP AND PARCEL: 081 .03-0D-002.00 CO)

Land in Davidson County, Tennessee, being Unit B on the plan of 2203 18th Ave. North Townhomes, a Horizontal Property Regime, created under Title 66, Section 27-101, et seq., as amended, Tennessee Code Annotated, and is established by a Master Deed and By-Laws of record as Instrument No. 20070910-0108332, Register's Office for Davidson County, Tennessee, together with the undivided percentage interest in the Common Elements appurtenant to said unit as set forth in said Master Deed. Reference is hereby made to the plat of 2203 18th Ave. North Townhomes as shown as an attachment to Exhibit "A" of the Master Deed, of record as aforementioned, said Register's Office, for a more complete identification and description of such unit.

Being a portion of the same property conveyed to South East Real Estate Development, LLC by Deed from Phase 10 Management, LLC, of record in Instrument No. 20061212-0153367, dated December 8, 2006, Register's Office for Davidson County, Tennessee.

(4) **2612A Meharry Blvd. Nashville, TN 37208**
(MAP AND PARCEL: 092.02-0B-001.00 CO)

Land in Davidson County, Tennessee, being Unit A on the plan of 2612 Meharry Blvd. Townhomes, a Horizontal Property Regime, created under Title 66, Section 27-101, et seq., as amended, Tennessee Code Annotated, and as established by a Master Deed and By-Laws of record as Instrument No.20070917-0110900, Register's Office for Davidson County, Tennessee, together with the undivided percentage interest in the Common Elements appurtenant to said unit as set forth in said Master Deed. Reference is hereby made to the plat of 2612 Meharry Blvd. Townhomes as shown as an attachment to Exhibit "A" of the Master Deed, of record as aforementioned, said Registers Office, for a more complete identification and description of such unit.

Being a portion of the same property conveyed to South East Real Estate Development, LLC by Deed from Valeria A. Hackey, an heir at law, and Barbara Tyson, an heir at law, of record in Instrument No. 20070626-0076158, dated May 25, 2007, Register's Office for Davidson County, Tennessee.

(5) **2612B Meharry Blvd., Nashville, TN 37208**
(MAP AND PARCEL: 092.02-0B-002.00 CO)

Land in Davidson County, Tennessee, being Unit B on the plan of 2612 Meharry Blvd. Townhomes, a Horizontal Property Regime, created under Title 66, Section 27-101, et seq., as amended, Tennessee Code Annotated, and as established by a Master Deed and By-Laws of record as Instrument No. 20070917-0110900, Registers Office for Davidson County, Tennessee, together with the undivided percentage interest in the Common Elements appurtenant to said unit as set forth in said Master Deed. Reference is hereby made to the plat of 2612 Meharry Blvd. Townhomes as shown as art attachment to Exhibit "A" of the Master Deed, of record as aforementioned, said Registers Office, for a more complete identification and description of such unit.

Being a portion of the same property conveyed to South East Real Estate Development, LLC by Deed from Valeria A. Hackey, an heir at law, and Barbara Tyson, an heir at law, of record in Instrument No. 20070626-0076158, dated May 25, 2007, Register's Office for Davidson County, Tennessee.

(6) **2804 Batavia Street, Nashville, TN 37209**
(MAP AND PARCEL: 092.06-0-703.00)

Land in Davidson County, Tennessee, being Lot No. 2 on the Plat of Adam Young Subdivision of the Clare Hadley Place, of record in Plat Book 57, page 81, Registers Office for Davidson County, Tennessee.

Being a portion of the same property conveyed to South East Real Estate Development, LLC by deed from William Jennings, of record in Instrument No. 20070613-0070850, dated May 25, 2007, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to EPANDCO Holdings, LLC by deed from SouthEast Real Estate Development, LLC, of record in Instrument No. 20080423-0041660, dated April 17, 2008, Register's Office for Davidson County, Tennessee.

Properties Known As:

(1) 1735 22nd Avenue North
Nashville, Tennessee 37208
Map/Parcel: 081.11-0-015.00

(2) 2201 18th Avenue North
Units A & B
Nashville, Tennessee 37208
Map/Parcel: 081.03-0-018.00

(3) 2203 18th Avenue North
Unit B
Nashville, Tennessee 37208
Map/Parcel: 081.03-0D-002.00 CO

(4) 2612A Meharry Boulevard
Nashville, Tennessee 37208
Map/Parcel: 092.02-0B-001.00 CO

(5) 2612B Meharry Boulevard
Nashville, Tennessee 37208
Map/Parcel: 092.02-0B-002.00 CO

(6) 2804 Batavia Street
Nashville, Tennessee 37208
Map/Parcel: 092.06-0-703.00

(The address and map and parcel above are believed to be correct; but same is not part of the legal description of the property sold herein and in the event of any discrepancy, the legal description herein shall control.)

This sale is subject to all matters shown on any recorded document, including any applicable recorded plan, plat, charter, restriction, judgment(s), notice of governmental entity, or declaration of taking(s); any prior lien(s) of record; unpaid taxes and assessments which exist as a lien against said properties; any restrictive covenant(s), easement(s) or setback line(s) that may be applicable; any rights, exemptions and/or rights of redemption not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal; and any prior deeds of trust, liens, dues, assessments, encumbrances, defects, adverse claims, and other matters that may take priority over the Deed of Trust upon which this foreclosure sale is conducted or are not extinguished by this foreclosure sale. This sale is also subject to any matter that an accurate survey of the premises might disclose.

The Substitute Trustee makes no personal warranties or representations concerning the subject property. The transfer is "AS IS, WHERE IS, AND WITH ALL FAULTS," and without warranty of any kind, express or implied, as to the condition of such property and the improvements located thereon, including merchantability or fitness for particular purpose. Trustee shall make no covenant of seisin or warranty of title, express or implied. 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 the Environmental Laws, and potential flood hazards. By accepting the Successor Trustee's Deed, Grantee agrees to indemnify and hold the Successor 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.

To have and to hold the said tract or parcel of land, including all appurtenances, estate, title and interest thereto belonging, unto the said Grantee, their heirs and/or assigns, forever.

Whenever used, the singular number or pronoun shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

(Remainder of page intentionally left blank)

WITNESS, my hand this 21st day of October, 2011.

R. Garry Chaffin, Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, the within named **R. Garry Chaffin**, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged herself to be the Trustee under the above referenced Deed of Trust, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville Tennessee, this the 21st day of October, 2011.

Notary Public

My Commission Expires: _____

AMY D. NIX
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires JULY 3, 2012

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer or value of property (whichever is greater) is $394,800.00. This is equal to or greater than the property would bring at a fair and voluntary sale.

R. Garry Chaffin, Trustee

Sworn to and subscribed before me this the 21st day of October, 2011.

Notary Public

My Commission Expires: _____

AMY D. NIX
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires JULY 3, 2012

CERTIFICATE OF AUTHENTICITY

I, Jeanna E. Crocker, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Jeanna E. Crocker

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Amy D. Nix, a notary public for this county and state, Jeanna E. Crocker, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary Public

Commission Expires: _____

AMY D. NIX
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires JULY 3, 2012