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 15:50 4 pgs
Fees:23.00 Taxes:166.50
20111026-0083399

| ADDRESS NEW OWNER: | SEND TAX BILLS TO: | MAP/PARCELS: |
|---|---|---|
| Tennessee Commerce Bank<br>381 Mallory Station, Suite 207<br>Franklin, Tennessee 37064 | SAME | 05002007000 |

**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. 20080826-0087567, 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. 20110420-0030616, 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 $45,000.00; and

NOW THEREFORE, for and in consideration of the sum of $45,000.00, 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:

Land in in Davidson County, Tennessee, being Lot No. 62 on the Plan of Section 3, Willow Creek Subdivision of record in Plat Book 5200, Page 631, in the Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

Being the same property conveyed to EPANDCO Holdings, LLC, a Tennessee Limited Liability Company by deed from EPANDCO Real Estate, LLC, a Tennessee Limited Liability Company of record as Instrument No. 20080826-0087566, in the Register's Office for Davidson County, Tennessee, dated August 21, 2008.

Property Address: 3401 Meadow Court
Nashville, Davidson County, Tennessee 37207-1713

Map-Par. No.: 05002007000

(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

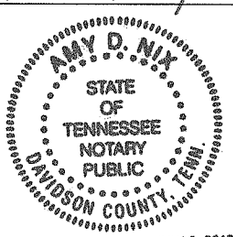
STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

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: _____



My Commission Expires JULY 3, 2012

STATE OF TENNESSEE )
COUNTY OF DAVIDSON)

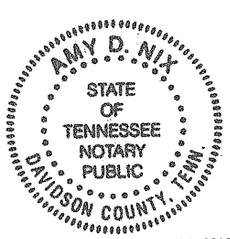
The actual consideration for this transfer or value of property (whichever is greater) is $45,000.00. This is equal to or greater than the property would bring at a fair and voluntary sale.

R. Garry Chaffin, Trustee

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

Notary Public

My Commission Expires: _____



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