BILL GARRETT, Davidson County
Trans:T20110074772 DEEDTRS
Recvd: 11/28/11 15:14 4 pgs
Fees:23.00 Taxes:1470.26
20111128-0092436

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.:
Capital Bank, N.A. **Attn: Special Assets** **P.O. Box 1120** **Greenville, TN 37744-1120**	**New Owner**	**128-00-0-038.00**

TRUSTEE'S DEED

WHEREAS, default was made in the terms, conditions, and payments provided for and made in a Deed of Trust dated November 16, 2007, executed by Hicks Road Development, LLC, a Tennessee limited liability company, to Jim Evans, Trustee, of record in Instrument No. 20071120-0135960, Register's Office for Davidson County, Tennessee corrected by Instrument No. 20080109-0002628, and amended of record in Instrument No. 20090521-0046794, Register's Office for Davidson County; and

WHEREAS, Capital Bank, N.A., a national banking association, successor by merger to GreenBank, a Tennessee chartered commercial 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 at Instrument No. 20090929-0090543, 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 Monday, October 31, 2011 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 Three Hundred Ninety-seven Thousand Three Hundred Sixty-eight and 39/100 Dollars ($397,368.39) by Capital Bank, N.A. (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 Three Hundred Ninety-seven Thousand Three Hundred Sixty-eight and 39/100 Dollars ($397,368.39) 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 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 THE 9TH CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, DESCRIBED ACCORDING TO A SURVEY MADE BY ALLEY AND BROWN, ENGINEERS, NOVEMBER 27, 1968, AS FOLLOWS: BEGINNING AT A CONCRETE MONUMENT IN THE RIGHT-OF-WAY OF HICKS ROAD, SAID POINT BEING THE SOUTHWEST CORNER OF THE HANNIE MAIE SMITH PROPERTY OF RECORD IN BOOK 2270, PAGE 169, REGISTER'S OFFICE FOR SAID COUNTY; THENCE RUNNING WITH A CURVE TO THE LEFT HAVING A RADIUS OF 597.97 FEET, 19.80 FEET TO AN IRON PIN; THENCE NORTH 3°10' EAST 167.60 FEET TO AN IRON PIN; THENCE NORTH 83°50' WEST 132.00 FEET TO AN IRON PIN; THENCE SOUTH 3°10' WEST 169.40 FEET TO AN IRON PIN; THENCE WITH THE RIGHT-OF-WAY OF HICKS ROAD, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 611.63 FEET, 535.34 FEET TO A POINT; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, NORTH 34°50' WEST 589.80 FEET TO A POINT; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY WITH A CURVE TO THE LEFT HAVING A RADIUS OF 979.95 FEET, 232.64 FEET TO A POINT; THENCE NORTH 41°34' EAST 20.00 FEET TO A POINT; THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 999.95 FEET, 85.45 FEET TO A POINT; THENCE NORTH 53°20' WEST 63.90 FEET TO A POINT; THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 591.63 FEET, 50.65 FEET TO A POINT; THENCE SOUTH 41°35' WEST 5.00 FEET TO A POINT; THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 596.63 FEET, 93.72 FEET TO A POINT; THENCE NORTH 28°41' WEST 115.00 FEET TO A CONCRETE MONUMENT; THENCE NORTH 15°13' EAST 577.08 FEET TO A CONCRETE MONUMENT; THENCE ALONG AN EXISTING FENCE LINE, SOUTH 63°03' EAST 364.04 FEET TO AN IRON PIN; THENCE CONTINUING ALONG SAID EXISTING FENCE LINE, SOUTH 83°08' EAST 726.00 FEET TO AN IRON PIN; THENCE CONTINUING ALONG SAID EXISTING FENCE LINE, NORTH 89°38' EAST 246.02 FEET TO A CONCRETE MONUMENT AND CORNER POST; THENCE CONTINUING ALONG AN EXISTING FENCE LINE, SOUTH 3°10' WEST 1,544.04 FEET TO THE POINT OF BEGINNING, AND CONTAINING 36.256 ACRES, MORE OR LESS.

Being the same property conveyed to Hicks Road Development , LLC, a Tennessee Limited Liability Company, by Warranty Deed, from Energy Smart Homes, LLC, of record in Instrument No. 20071120-0135957, dated November 19, 2007, Register's Office for Davidson County, Tennessee.

This is unimproved property known as Map/Parcel 128-00-0-038.00 located on Hicks Road, Nashville, Davidson County, Tennessee, but such address is 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.

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 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 31st day of October, 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 he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office this 31st day of October, 2011.

Kimberley J. Raymond
NOTARY PUBLIC

KIMBERLEY J. RAYMOND
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: 3-3-14

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

The actual consideration or value, whichever is greater, for this transfer is $397,368.39.

C. Tucker Herndon
AFFIANT

Subscribed and sworn before me on this 31st day of October, 2011.

Kimberley J. Raymond
NOTARY PUBLIC

KIMBERLEY J. RAYMOND
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: 3-3-14