1907 Convent Place, Nashville, TN 37212
This Instrument Prepared By:

BILL GARRETT, Davidson County
Trans: T20110080508 DEEDTRS
Recvd: 12/20/11 12:10 3 pgs
Fees: 18.00 Taxes: 2212.60
20111220-0099316

David M. Smythe
SMYTHE & HUFF
Suite 333- Pilcher Building
144 Second Avenue, North
Nashville, TN 37201
(615) 255-4849

# SUBSTITUTE TRUSTEE'S DEED

| Address New Owner(s) As Follows: | Send Tax Bills To: | Map-Parcel Nos. |
|---|---|---|
| Pinnacle National Bank<br>150 Third Avenue, Suite 900<br>Nashville, Tennessee 37201 | Same | Map No. 104-11<br>Parcel No. 185 |

I, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $598,000.00,

Affiant

Subscribed and sworn to before me, this 16th day of December

Notary Public

SHELLEY L. ORR
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: March 3, 2015

WHEREAS, by Deed of Trust dated June 6, 2007, of record in Instrument No. 20070608-0068816, Register's Office for Davidson County, Tennessee, Graymont Group, LLC, conveyed to Gregory S. Perrone, Trustee, the hereinafter described property for the purpose of securing the payment of the indebtedness and performance of the obligations therein set forth; and

WHEREAS, the holder of the debt secured the appointment of undersigned as Substitute Trustee by instrument of record in Instrument No. 20111118-0090278, said Register's office; and

WHEREAS, default was made in the terms and conditions of said Deed of Trust, and the beneficiary requested the undersigned to advertise and sell said property under the terms and provisions of said Deed of Trust; and

WHEREAS, in pursuance of said request of said beneficiary, the said property was advertised for sale in conformity with the terms and provisions of said Deed of Trust and such ad appeared in The Tennessean – Davidson A.M. edition on November 25, 2011, December 2, 2011 and December 9, 2011; and

WHEREAS, pursuant to the Notice of Sale, the foreclosure sale was appointed to be held on the 16th day of December, 2011, at 11:00 o'clock a.m. at the South front entrance of the Davidson County Courthouse, James Robertson Parkway, Nashville, Tennessee; and

WHEREAS, at the time and place mentioned in said advertisement, the undersigned offered said property for sale at public outcry to the last, highest and best bidder for cash at which sale, Pinnacle National Bank , being the highest and best bidder, became the purchaser of said property at and for the sum of Five Hundred Ninety Eight Thousand and no 100ths Dollars ($598,000.00).

NOW, THEREFORE, in consideration of the premises, and the said purchase price bid and paid, undersigned, as the Substitute Trustee, does hereby grant, bargain, sell, transfer, and convey unto Pinnacle National Bank, the following real estate:

The property herein to be foreclosed is described as follows:

> Land in Davidson County, Tennessee, being Lot No. 10 on the Plan of Jones and Calhoun's Subdivision as of record in Book 161, Page 40, Register's Office for Davidson County, Tennessee.
>
> Said Lot 10 fronts 50.0 feet on the Westerly side of Convent Place and runs back between parallel lines 175.0 feet to an alley.
>
> Being the same property conveyed to the Graymont Group, LLC by Deed of record in Instrument No. 20070608-0068815, Register's Office for Davidson County, Tennessee.

to have and to hold the same, together with all the hereditaments, improvements, buildings, easements, and appurtenances therein and thereunto belonging and appertaining, in fee simple, forever and free from all current and future homestead exemption, curtesy and dower, elective or distributive share, valuation, stay, appraisement and marshalling of liens and asset rights relating to the property, as well as all statutory right of redemption, equity of redemption, reinstatement, forebearance or moratorium laws in the maker of said Deed of Trust and all persons claiming through and under said maker.

UNDERSIGNED, as Substitute Trustee, does hereby transfer, assign, and set over unto Pinnacle National Bank, its successors and assigns, all of the covenants or warranties contained in the aforesaid Deed of Trust, and does hereby warrant the title to the aforesaid real estate as fully and completely as he is authorized to do as such Substitute Trustee, but no further or otherwise. Undersigned makes no warranties as to condition, location or set back of improvements on the property. The property is subject to all easements or restrictions of record in the Register's Office. This conveyance is subject to such priority tax liens and prior encumbrances as may appear of record, as well as all ad valorem property taxes which may be of record or applicable to said property.

The designation of the parties to this instrument in either the plural or singular shall be applied to mean either number, and where appropriate in the context hereof, shall mean any one or more of said parties, and any pronoun used herein shall include the masculine, feminine and neuter genders.

IN WITNESS WHEREOF, undersigned has hereunto set his hand and seal, this 16th day of December, 2011.

David M. Smythe
Substitute Trustee

**STATE OF TENNESSEE** )
)
**COUNTY OF DAVIDSON** )

Personally appeared before me, Shelley L. Orr, a Notary Public in and for the said county and State, the within named bargainor, David M. Smythe, Substitute Trustee, with whom I am personally acquainted, (or who proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purpose therein contained.

Witness my hand and official seal at office this 16th day of December, 2011.

Shelley L. Orr
Notary Public

SHELLEY L. ORR
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: March 3, 2015