BILL GARRETT, Davidson County
Trans:T20120007826 DEEDTRS
Recvd: 02/01/12 14:37 5 pgs
Fees:28.00 Taxes:629.00
20120201-0009209

This instrument prepared by:
Ronald G. Steen, Jr.
Stites & Harbison PLLC
401 Commerce Street, Suite 800
Nashville, Tennessee 37219

Address New Owner as follows:

SunTrust Bank
SunTrust Tower
25 Park Place, 8th Floor
Atlanta, GA 30303
Mail Code: GA-ATLANTA-0925

Send Tax Bills To:

SunTrust Bank
SunTrust Tower
25 Park Place, 8th Floor
Atlanta, GA 30303
Mail Code: GA-ATLANTA-0925

Map and Parcel No.:

093-06-1J-019

SUCCESSOR TRUSTEE'S DEED

This Successor Trustee's Deed is made and entered into on this the 1st day of February, 2012, by Ronald G. Steen, Jr., Successor Trustee ("Successor Trustee").

WHEREAS, **Anita Hogin** (the "Grantor"), by that certain *Deed of Trust* dated October 5, 2006, recorded as Instrument No. 20061006-0124467, Register's Office for Davidson County, Tennessee (the "Register's Office"), (collectively, the "Deed of Trust"), conveyed to T. Michael Logan, Trustee, the Property (as hereinafter defined) to secure the payment of certain indebtedness described in the Deed of Trust (the "Indebtedness"), which Indebtedness is presently held and owned by SunTrust Bank (the "Lender"); and

WHEREAS, the Indebtedness became overdue and unpaid, and other conditions of default occurred, by reason of which the Lender declared the Deed of Trust to be in default, and notice was given of such default to Grantor, in the manner required by the terms of the Deed of Trust, but following such notice the default was not cured; and

WHEREAS, the undersigned, Ronald G. Steen, Jr. (the "Successor Trustee"), has been duly appointed as Successor Trustee in the place and stead of T. Michael Logan, Trustee, by appointment recorded as Instrument No. 20111219-0099002, Register's Office; and

WHEREAS, Lender directed the Successor Trustee to sell the Property (defined below) as provided in the Deed of Trust, and the Successor Trustee caused notice to be published in ***The City Paper*** that the Property (defined below) would be sold at **10:15 a.m. Central Time** on **Tuesday, January 31, 2012**, at the Davidson County Courthouse, One Public Square, Nashville, TN 37201 (the "Foreclosure Notice"), such Foreclosure Notice appearing in said paper on January 9, 2012, January 16, 2012, and January 23, 2012; and

WHEREAS, the Successor Trustee further sent a copy of the Foreclosure Notice as required by applicable law, and following the appearance of the Foreclosure Notice in said newspaper the default was not cured; and

WHEREAS, the agent for the Successor Trustee appeared at the time and place specified in the Foreclosure Notice, and shortly after 10:15 a.m. Central Time, offered the Property (defined below) for sale, and after opening the floor for competitive bids, sold the Property (defined below) to SunTrust Bank in response to its bid at the price of One Hundred Seventy Thousand and 00/100 Dollars ($170,000.00), this being the highest, last and best bid.

NOW, THEREFORE, I, Ronald G. Steen, Jr., Successor Trustee as aforesaid, in consideration of the premises and the sum of $170,000.00, by these presents do transfer and convey unto SunTrust Bank , its successors and assigns (the "Grantee"), all of my right, title and interest in and to the following described real estate the following described property, together with all buildings, structures and other improvements now or hereafter located on all or any part of the Property; all minerals, royalties, gas rights, water, water rights, water stock, flowers, shrubs, crops trees, timber and other emblements now or hereafter located on, under or above all or any part of the Property; any and all tenements, hereditaments, easements and appurtenances, reversions and remainders pertaining to the Property; all machinery, apparatus, equipment, fittings, fixtures, and articles of personal property of every kind and nature, now or hereafter located in, on or under the Property or any part thereof and used or usable in connection with any present or future operation of the Property; any and all leases and contracts affecting the Property both presently existing and hereafter arising, and all rents, income, or profits which are now due or may hereafter become due by reason of the renting, leasing or bailment of all or part of the Property; any and all awards or payments, including interest thereon located in Davidson County, Tennessee, described as follows (the "Property"):

> A certain condominium apartment known as Unit No. 1102 of the Horizontal Property Regime of Viridian Condominium pursuant to Master Deed of record as Instrument No. 20061004-0122833, and Addendum of record as Instrument No. 20061004-0122834, Register's Office for Davidson County, Tennessee, to which reference is made for a more complete description.
>
> BEING the same property conveyed to Anita Hogin, by Warranty Deed from Viridian Development Company, LLC of record in Instrument No. 20061006-0124466, Register's office for Davidson County, Tennessee.

To have and to hold the Property in bar of the equity of redemption, dower, homestead, and all other exemptions of every kind, all of which are expressly waived in the Deed of Trust.

The street address of the Property is believed to be 415 Church Street, Apt. 1102, Nashville, TN 37219-1830, 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.

Grantee hereunder accepts title to the Property and all improvements thereon in an **AS IS, WHERE IS** condition, and without representation or warranty from Successor Trustee as to any matter whatsoever, and by accepting this Successor Trustee's Trustee Deed, Grantee represents

and warrants that it has conducted its own due diligences with regard to the Property and matters of title related to the Property, and represents and warrants that it has not relied on any statement or action made by Successor Trustee. Without limiting the foregoing, **SUCCESSOR TRUSTEE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ADDITIONALLY, SUCCESSOR TRUSTEE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES AS TO THE ABSENCE OR PRESENCE ON OR UNDER THE PROPERTY OF HAZARDOUS SUBSTANCES AS DEFINED BY ANY ENVIRONMENTAL LAWS, INCLUDING WITHOUT LIMITATION THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT ("CERCLA") OR SIMILAR FEDERAL AND STATE LEGISLATION (COLLECTIVELY, THE "ENVIRONMENTAL LAWS")**. 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 this 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 attorney fees, arising out of or in connection with any of the foregoing.

This conveyance may be subject to easements, restrictions, liens, taxes, etc., including, but not limited to, the items set forth below, but only to the extent any of such matters take priority over the Deed of Trust. To the extent such matters do take priority over the Deed of Trust under applicable law, this conveyance is subject to them, and to the extent such matters do not, the Property does not remain subject to them:

1. Any and all unpaid *ad valorem* taxes payable to Davidson County, Tennessee (plus penalty and interest, if any) that may be a lien against the Property.

2. Rights and claims of parties in possession.

3. Any facts, rights, interests or claims which could be ascertained by an inspection of the Property or by making inquiry of the person(s) in possession of the Property.

4. Any mechanics' and materialmen's liens, filed or unfiled, which take priority over the Deed of Trust upon which this foreclosure sale is had.

5. Any discrepancies, conflicts, easements, boundary line disputes, encroachments or protrusions, or overlapping of improvements which would be disclosed by an inspection and accurate survey of the subject Property.

6. Liens for any unpaid assessments and/or special assessments.

7. Capitol Mall Redevelopment Project Plan as set out in the ordinances of the Metropolitan Council as referenced in Book 10512, page 464 and Instrument No. 20020626-0076795, said Register's Office.

8. Declaration of Covenants, Conditions, Liens, Easements and Restrictions, including, but not limited to, easements, assessments, special assessments, charges and liens, contained in an instrument of record as Book 7423, page 374 and revised in Book 9208, page 613, said Register's Office.

9. Master Deed of record as Instrument No. 20061004-0122833, amended in Instrument No. 20061004-0122834, Instrument No. 20070711-0082578, Instrument No. 20100616-0046702 and Instrument No. 20111006-0077592, said Register's Office.

10. Stormwater Quality Agreement of record in Instrument No. 20040916-0111454, said Register's Office.

11. Reciprocal Easement Agreement of record in Instrument No. 20041103-0132451, said Register's Office.

This conveyance is further subject to any and all liens, defects, encumbrances, conveyances, adverse claims and other matters which take priority over the Deed of Trust pursuant to which this conveyance is made, any statutory rights of redemption not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal, which have not been waived by such governmental agency, and any and all matters that would be shown or revealed by an accurate survey of the Property.

WITNESS the signature of the Successor Trustee on this the day and date first above written.

RONALD G. STEEN, JR.,
SUCCESSOR TRUSTEE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Margaret A. Dennis, a Notary Public of the State and County aforesaid, personally appeared Ronald G. Steen, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Successor Trustee, and that he as such Successor Trustee, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his name as Successor Trustee.

Witness my hand and seal, at office in Nashville, Tennessee, this 1st day of February, 2012.

Notary Public

My commission expires: May 8, 2012

MARGARET A. DENNIS STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF DAVIDSON

MY COMMISSION EXPIRES: MAY 8, 2012

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is One Hundred Seventy Thousand and 00/100 Dollars ($170,000.00).

Affiant

Subscribed and sworn to before me
this the 1st day of February, 2012.

Notary Public

My commission expires: May 8, 2012

MARGARET A. DENNIS
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON
MY COMMISSION EXPIRES: MAY 8, 2012