BILL GARRETT, Davidson County
Trans:T20120008611 DEEDTRS
Recvd: 02/03/12 15:19 4 pgs
Fees:23.00 Taxes:1037.85
20120203-0010154

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.:
Community First Bank and Trust **501 S. James Campbell Blvd.** **Columbia, TN 38401**	**New Owner**	**082-09-0-219.00**

TRUSTEE'S DEED

WHEREAS, default was made in the terms, conditions, and payments provided for and made in a Deed of Trust dated February 7, 2008, executed by Daymar Homes, Inc. a Tennessee corporation, to Jack F. Stringham II, Trustee, of record at Instrument No. 20080212-0014247, Register's Office for Davidson County, Tennessee; and

WHEREAS, ThirtyOne Holdings, LLC, a Tennessee limited liability company, assumed the Indebtedness by that certain Assumption Agreement Without Release of record in Instrument No. 20090331-0028835; and

WHEREAS, said Deed of Trust was modified by that certain First Modification and Amendment of Deed of Trust of record in Instrument No. 20090331-0028836, Second Modification and Amendment of Deed of Trust of record in Instrument No. 20100401-0024292, and Amendment to Deed of Trust of record in Instrument No. 20110722-0056158; and

WHEREAS, Jack F. Stringham II, in his capacity as Trustee and not Individually ("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 10:00 o'clock a.m., prevailing time on Friday, February 3, 2012, 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, Jack F. Stringham II, 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 Two Hundred Eighty Thousand Five Hundred and 00/100 Dollars ($280,500.00) by Community First Bank and Trust (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 Two Hundred Eighty Thousand Five Hundred and 00/100 Dollars ($280,500.00) cash in hand paid by the Buyer, 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 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:

A certain tract or parcel of land located in Davidson County, State of Tennessee, described as follows, to-wit;

TRACT 1

Being the south 84 ¼ feet of Lot No. 24 on the Map of Hugh W. McGavock's Addition to Nashville, of record in book 17, page 640, of the Register's Office for said County.

Said part of said lot fronts 84 ¼ feet on the west side of Second Avenue North and runs back between parallel lines, along the north margin of Monroe Street, 142.4 feet to a dead line or an alley.

TRACT 2

Being part of Lot No. 24 in H. W. McGavock's Addition to Nashville, as of record in book 17, page 640, Registers Office for said County, and more particularly described as follows:

Beginning at a point in the westerly margin of Second Avenue North formerly Market Street, 84 feet north of the northwest corner of Monroe Street and Second Avenue North; thence westwardly parallel with the north margin of Monroe Street, 142 feet 4 inches to a point in the dividing line between Lot Nos. 0 and 24 on said plan; thence northwardly, with the dividing line between said Lots Nos. 9 and 24, 32 feet to a point; thence eastwardly, with a line parallel with the southerly line of Lot No. 23, 142 feet 4 inches to the Westerly margin of Second Avenue north; thence southerly with the westerly margin of Second Avenue North, 32 feet to the point of beginning.

Being the same property conveyed to DAYMAR HOMES INC., by deed from DAINON T. SIDNEY, of record as Instrument No. 20060925-0118295, dated September 21, 2006, said Register's Office. Further being the same property conveyed to ThirtyOne Holdings, LLC, a Tennessee limited liability company, by deed from Daymar Homes, Inc. of record in Instrument No. 200903240026457, said Register's Office.

The street address of the property is believed to be 1301 Second Avenue North, Nashville, Davidson County, Tennessee, 37208, 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 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 successors, and assigns, forever.

The Trustee covenants with the said Buyer that he is lawfully seized and possessed of said real property as Trustee only and, by the terms of the above-mentioned Deed of Trust, in his capacity as 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 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 Trustee, but no further or otherwise, it being the intention of the Trustee only to convey to Buyer no greater title in the subject real estate than he received as Trustee and that, as 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.

Trustee makes no covenant of seisin, marketability of title, or warranty of title, express or implied. Trustee sells and conveys the subject real property by this Trustee's Deed as Trustee only, and not individually.

WITNESS my hand this 3rd day of February, 2012.

Jack F. Stringham II
Trustee, and not Individually

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public of this county, Jack F. Stringham II, 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 upon oath acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office this 3rd day of February, 2012.

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 $280,500.00.

Jack F. Stringham II
AFFIANT

Subscribed and sworn before me on this 3rd day of February, 2012.

Kimberley J. Raymond
NOTARY PUBLIC

My Commission Expires: 3-3-14

KIMBERLEY J. RAYMOND STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY