BILL GARRETT, Davidson County
Trans:T20120008613 DEEDTRS
Recvd: 02/03/12 15:20 3 pgs
Fees:18.00 Taxes:3616.75
20120203-0010156

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**	**053-12-0-A-002.00 CO**

TRUSTEE'S DEED

WHEREAS, default was made in the terms, conditions, and payments provided for and made in a Deed of Trust dated July 25, 2007, executed by Daymar Homes, Inc., to Jack F. Stringham, II, Esq., Trustee, of record in Instrument No. 20070803-0092905, First Amendment to Deed of Trust of record in Instrument No. 20080703-0069111, and Second Modification and Amendment of Deed of Trust of record in Instrument No. 20081001-0099714, 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. 20090331-0028833 as corrected by that certain Affidavit of Scrivener's Error of record in Instrument No. 20090922-0088367, said Register's Office; and

WHEREAS, said Deed of Trust was further modified by that certain Third Modification and Amendment of Deed of Trust of record in Instrument No. 20090331-0028834, Fourth Modification and Amendment of Deed of Trust of record in Instrument No. 20100401-0024255, Fifth Modification and Amendment of Deed of Trust of record in Instrument No. 20110722-0056159, additional Fifth Modification and Amendment of Deed of Trust of record in Instrument No. 20110811-0061837, said Registers Office; and

WHEREAS, Jack F. Stringham II, Esq., 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 on Friday, February 3, 2012 at 10:00 o'clock a.m., prevailing time, at 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, Esq., 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 Nine Hundred Seventy-seven Thousand Five Hundred and 00/100 Dollars ($977,500.00) 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 Nine Hundred Seventy-seven Thousand Five Hundred and 00/100 Dollars ($977,500.00) 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:

> Land in Davidson County, Tennessee, being Lot(s) 2, as shown on the map entitled Plan of Subdivision of the Henry Hosey Property, and Re-Subdivision of Lots 8, 9, 10 of the Villas of Lake Meade, Phase II, of record Instrument No. 20021205-0149714, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.
>
> Being the same property conveyed to Daymar Homes, Inc. by deed from Marcus Robertson, of record Instrument No. 200708030092904, said Register's Office. Further being the same property conveyed to ThirtyOne Holdings, LLC by deed from DayMar Homes, Inc. of record in Instrument No. 20090324-0026458, said Register's Office.

The street address of the property is believed to be 608 Lakemeade Pt., Old Hickory, Davidson County, Tennessee, 37138, 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, Esq.
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, Esq., 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.

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 $977,500.00.

AFFIANT

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

NOTARY PUBLIC

KIMBERLEY J. RAYMOND STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

My Commission Expires: 3-3-14