BILL GARRETT, Davidson County
Trans:T20120009605 DEEDTRS
Recvd: 02/08/12 10:16 3 pgs
Fees:18.00 Taxes:100.71
20120208-0011230

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.**<br>**Attn: Special Assets**<br>**P.O. Box 1120**<br>**Greenville, TN 37744-1120** | **New Owner** | **072-11-0-330.00** |

## TRUSTEE'S DEED

**WHEREAS**, default was made in the terms, conditions, and payments provided for and made in a Deed of Trust dated October 22, 2004, executed by Sterling Ventures, LLC, to Mary Bennie Wilson, Trustee, of record Instrument No. 200410270129286, Register's Office for Davidson County; and

**WHEREAS**, Capital Bank, N.A., successor by merger to GreenBank, successor to Cumberland 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. 201102250015626, 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 3:30 o'clock p.m., prevailing time on Thursday, December 15, 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**, the foreclosure sale was continued by announcement from time to time; and

**WHEREAS**, C. Tucker Herndon, Substitute Trustee, personally appeared on Thursday, February 2, 2012 and offered said property for sale at public outcry and the highest, best, and last bid received was the sum of Twenty-seven Thousand Two Hundred Twenty and 00/100 Dollars ($27,220.00) 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 Twenty-seven Thousand Two Hundred Twenty and 00/100 Dollars ($27,220.00) 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 Davidson County, Tennessee, being Lot No. 12B of the Zone Lot Division of Lots 11 and 12, on the Plan of James Burns Subdivision, as of record in Plat Book 6250, page 355, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.
>
> Being a portion of the property conveyed to Sterling Ventures, LLC by warranty deed from Fred H. Nance, Jr. of record in Instrument No. 20041027-0129283, said Register's Office.

The street address of the property is believed to be 2619-C Pennington Avenue, Nashville, Davidson County, Tennessee, 37216, 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 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 2nd day of February, 2012.

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 s/he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office this 2nd 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 $27,220.00.

AFFIANT

Subscribed and sworn before me on this 2nd 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