BILL GARRETT, Davidson County
Trans:T20120011675 DEEDTRS
Recvd: 02/16/12 12:07 4 pgs
Fees:23.00 Taxes:325.62
20120216-0013693

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. **Attn: Special Assets** **P.O. Box 1120** **Greenville, TN 37744-1120**	**New Owner**	**051-12-0-085.00**

TRUSTEE'S DEED

WHEREAS, default was made in the terms, conditions, and payments provided for and made in a Deed of Trust dated October 18, 2005, executed by Curtiswood, LLC, to R. Larry Lovelace, Trustee, of record Instrument No. 20051104-0133934, Amendment to Deed of Trust of record in Instrument No. 20061102-0135982, Second Amendment to Deed of Trust of record in Instrument No. 20070425-0049406, Third Amendment to Deed of Trust of record in Instrument No. 20080507-0046892, Fourth Amendment to Deed of Trust, Assignment of Leases, Security Agreement and Financing Statement of record in Instrument No. 20090205-0010256 Register's Office for Davidson County; and

WHEREAS, Capital Bank, N.A., successor by merger to GreenBank, successor to Middle Tennessee Bank & Trust, successor to Rutherford Bank & Trust, 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 in Instrument No. 20120111-0003108, 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 10:15 o'clock a.m., prevailing time on Monday, February 13, 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, C. Tucker Herndon, Substitute 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 Eighty-eight Thousand Four 79/100 Dollars ($88,004.79) 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 Eighty-eight Thousand Four 79/100 Dollars ($88,004.79) 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:

> Being the westerly part of Lot No. 22 on the Plan of Montague Park as of record in Book 421, page 141, Register's Office for said County.
>
> Said part of Lot No. 22 fronts 80 feet on the northerly side of Blue Grass Avenue, and runs back 189.5 feet, more or less, on the easterly line and 191.5 feet on the westerly line to a dead line, measuring 82 feet thereon.
>
> Being the same property conveyed to Curtiswood, LLC by deed of record in Instrument No. 20051104-0133933, Register's Office for Davidson County, Tennessee.

The street address of the property is believed to be 405 Bluegrass Avenue, Madison, Davidson County, Tennessee, 37115-5306, 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 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 13th 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 he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office this 13th 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 $88,004.79.

AFFIANT

Subscribed and sworn before me on this 13th day of February, 2012.

NOTARY PUBLIC

My Commission Expires: 3-3-14

KIMBERLEY J. RAYMOND
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY