BILL GARRETT, Davidson County
Trans:T20120013624 DEEDTRS
Recvd: 02/24/12 10:51 11 pgs
Fees:58.00 Taxes:1850.00
20120224-0016137

THIS INSTRUMENT PREPARED BY:
BASS, BERRY & SIMS PLC (JTS)
100 Peabody Place, Suite 900
Memphis, Tennessee 38103

SUBSTITUTE CO-TRUSTEES' DEED

WHEREAS, by Deed of Trust, Assignment of Rents and Leases, Security Agreement and Financing Statement dated June 18, 2002 (the "Deed of Trust"), of record at **Instrument Number 20020620-0074531,** as amended at **Instrument Number 20051108-0135215**, further amended at **Instrument Number 20061127-0145890**, further amended at **Instrument Number 20070425-0049305**, further amended at **Instrument Number 20080722-0074975**, further amended at **Instrument Number 20080807-0081635**, further amended by that certain Instrument of Correction recorded at **Instrument Number 20100224-0013992**, as assigned at **Instrument Number 20110121-0006031**, as further assigned at **Instrument Number 20111230-0102183** (as may have been further modified, amended and assigned) in the Register's Office for Davidson County, Tennessee (the "Register's Office") Greenvale Construction, LLC, a Tennessee limited liability company (the "Debtor") conveyed the real properties described on attached Exhibit A, which is incorporated herein by reference (the "Property"), to Richard D. Rhodes, Trustee (the "Trustee"), to secure payment of the indebtedness described in the Deed of Trust (the "Indebtedness"); and

WHEREAS, by Appointment of Substitute Co-Trustees recorded at **Instrument Number 20120110-0002482** in the Register's Office, Robert P. McDaniel, Jr. and Justin T. Starling were appointed Substitute Co-Trustees under the Deed of Trust (the "Substitute Co-Trustees"); and

WHEREAS, default occurred under the terms and conditions of the Deed of Trust and in the payment of the Indebtedness secured thereby; and

WHEREAS, notice of the right to foreclosure pursuant to Tennessee Code Annotated Section 35-5-117 was not required because the Property is not an "owner-occupied residence" as defined in said Section.

WHEREAS, at the request of RL REGI-TN GVC, LLC, the lawful owner and holder of the Indebtedness, the Substitute Co-Trustees gave notice of the time and place of a sale of the Property, all in accordance with the Deed of Trust and the laws of the State of Tennessee, by publishing a notice of sale in *The Nashville Ledger*, a newspaper published in Davidson County, Tennessee, a correct copy of which is attached hereto as Exhibit B, said notice being first published on January 20, 2012, and thereafter published on January 27, 2012 and February 3, 2012, with said notice advertising the sale of the Property to be held on February 10, 2012, at 10:30 a.m., local time, and by sending a copy of the notice of sale to the Debtor and any co-debtor on or before the first date of publication by registered or certified mail, return receipt requested; and

WHEREAS, on February 10, 2012, at 10:30 a.m., local time, at the Davidson County, South Main Door, One Public Square, Nashville, Tennessee, being the time and place fixed in said notice, the Property was offered for sale and sold in the manner provided in said notice and in the Deed of Trust, and the Substitute Co-Trustee received a bid of $500,000.00, which bid was the last and highest bidder, and payment has been made by credit upon the Indebtedness, the receipt of which is hereby acknowledged;

NOW, THEREFORE, in consideration of the foregoing and of the sum bid and paid as provided herein, I, Justin T. Starling, Substitute Co-Trustee, have bargained and sold, and do hereby bargain, sell, transfer and convey unto RL REGI-TN GVC, LLC, and its successors and assigns (the "Grantee") the Property which is the same real property conveyed to Greenvale Construction, LLC, by deeds recorded at **Instrument Number 20051108-0135213, 20070613-0070909, 20080807-0081634, 20060815-0100390, and 20070425-0049304**, in the Register's Office.

TO HAVE AND TO HOLD the Property, together with the estate, title and interest of Substitute Co-Trustee therein and all hereditaments, easements, appurtenances and improvements thereto belonging, to the Grantee, its successors and assigns, in fee simple forever, free from the equity of redemption, the statutory right of redemption, homestead, elective share, and all other exemptions of the grantor of the Deed of Trust of every kind, all of which were expressly waived therein, and subject only to liens, easements, encumbrances, liens for property and other taxes, rights of redemption of taxing entities and other matters that are prior in right to the lien and security title of the Deed of Trust. Without limiting the foregoing, the Property is or may be subject to:

AS TO ALL PARCELS:

1. Davidson County taxes for 2012 and thereafter;

AS TO PARCEL I:

2. Terms and conditions of the Declaration of Covenants, Conditions and Restrictions for Hamilton Chase and By-Laws for Hamilton Chase Home Owners Association, Inc. of record in Instrument Number 20050728-0087946, as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Hamilton Chase of record in Instrument Number 20051031-0131315, in the Register's Office of Davidson County, Tennessee;

3. Stormwater Detention Agreement of record in Instrument Number 20040102-0000420, in the aforesaid Register's Office;

4. Reservations, requirements, restrictions, limitations, conditions, easements, stipulations, setback lines, regulations, and all other matters, as shown on plat of record in Instrument Number 20051025-0128977 and revised in Instrument Number 20051031-0131368, in the aforesaid Register's Office;

AS TO PARCEL II:

5. Terms and conditions of the Declaration of Restrictive Covenants for Cambridge Forest, Phase III of record in Instrument Number 20020221-0022797, as amended by that Subsequent Amendment to Declaration of Covenants, Conditions and Restrictions for Cambridge Forest, Phase IV of record in Instrument Number 20070409-004147, in the aforesaid Register's Office;

6. Reservations, requirements, restrictions, limitations, conditions, easements, stipulations, setback lines, regulations, and all other matters as shown on plat of record in Instrument Number 20070430-0051165, in the aforesaid Register's Office;

7. Terms and conditions of the Charter of Cambridge Forest Homeowners Association, Inc. of record in Book 10343, Page 769, in the aforesaid Register's Office;

AS TO PARCEL III:

8. Terms and conditions of the Declaration of Covenants, Conditions and Restrictions for Old Hickory Hills Subdivision and By-Laws for Old Hickory Hills Homeowners Association, Inc. of record in Instrument Number 20020116-0006750, in the aforesaid Register's Office;

9. Reservations, requirements, restrictions, limitations, conditions, easements, stipulations, setback lines, regulations, and all other matters as shown on plat of record in Instrument Number 20070516-0058484, in the aforesaid Register's Office;

10. Stormwater Detention Agreement of record in Instrument Number 20010306-0021333, in the aforesaid Register's Office;

AS TO PARCEL IV:

11. Terms and conditions of the Declaration of Covenants, Conditions and Restrictions for Harvest Grove Subdivision and By-Laws for Harvest Grove Homeowners Association, Inc. of record in Instrument Number 20060628-0077382, in the aforesaid Register's Office;

12. Reservations, requirements, restrictions, limitations, conditions, easements, stipulations, setback lines, regulations, and all other matters as shown on plat of record in Instrument Number 20060726-0090037, in the aforesaid Register's Office;

13. Stormwater Detention Agreement of record in Instrument Number 20040707-0080492, in the aforesaid Register's Office; and

14. Stormwater Detention Agreement of record in Instrument Number 20051005-0119710, in the aforesaid Register's Office;

These are improved properties known as 3737 Grace Falls Drive; 505 and 517 Aerie Landing; 1721, 1725, 1745, 1749, 1753, 1757, 1761, 1765, 1760, 1756, 1736, 1724, and 1708 Bridgecrest Drive; 904, 905, and 909 Mulberry Hill Place; 1716 Bridgecrest Drive; 9208 Thomason Trail; 258, 254, 250, and 121 Grovedale Trace; 504 Millbridge Bay; 249 and 253 Grovedale Trace; 1505, 1509, 1513, 1517, 1521, 1525, 1529, and 1533 Rockglade Run; all in Antioch, Davidson County, Tennessee.

I, Justin T. Starling, Substitute Co-Trustee, believe the title hereby conveyed to be good and do hereby transfer, assign and set over unto Grantee all of the covenants and warranties contained in the Deed of Trust; and, to the extent that I am able to do so as Substitute Co-Trustee, and subject only to the matters herein expressly reserved, I hereby warrant the title to the Property against the lawful claims of all persons claiming by, through or under me as such Substitute Co-Trustee, under the provisions of the above described Deed of Trust, but not further or otherwise.

WITNESS my hand as Substitute Co-Trustee on this 23rd day of February, 2012.

Justin T. Starling, Substitute Co-Trustee

These are improved properties known as 3737 Grace Falls Drive; 505 and 517 Aerie Landing; 1721, 1725, 1745, 1749, 1753, 1757, 1761, 1765, 1760, 1756, 1736, 1724, and 1708 Bridgecrest Drive; 904, 905, and 909 Mulberry Hill Place; 1716 Bridgecrest Drive; 9208 Thomason Trail; 258, 254, 250, and 121 Grovedale Trace; 504 Millbridge Bay; 249 and 253 Grovedale Trace; 1505, 1509, 1513, 1517, 1521, 1525, 1529, and 1533 Rockglade Run; all in Antioch, Davidson County, Tennessee.

I, Robert P. McDaniel, Jr., Substitute Co-Trustee, believe the title hereby conveyed to be good and do hereby transfer, assign and set over unto Grantee all of the covenants and warranties contained in the Deed of Trust; and, to the extent that I am able to do so as Substitute Co-Trustee, and subject only to the matters herein expressly reserved, I hereby warrant the title to the Property against the lawful claims of all persons claiming by, through or under me as such Substitute Co-Trustee, under the provisions of the above described Deed of Trust, but not further or otherwise.

WITNESS my hand as Substitute Co-Trustee on this 23rd day of February, 2012.

Justin T. Starling, Substitute Co-Trustee

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned, a Notary Public having authority within the State and County aforesaid, Justin T. Starling, Substitute Co-Trustee, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 23rd day of February, 2012.

Notary Public

My Commission Expires:

August 25, 2013

KIMBERLY A. ASHTON
STATE OF TENNESSEE NOTARY PUBLIC
Comm. Exp. August 25, 2013
SHELBY COUNTY

STATE OF TENNESSEE
COUNTY OF SHELBY

The actual consideration for this transfer or value of properties conveyed (whichever is greater) is $500,000.00.

Affiant

Sworn to and subscribed before me this 23rd day of February, 2012.

Notary Public

My commission Expires:
August 25, 2013

KIMBERLY A. ASHTON
STATE OF TENNESSEE NOTARY PUBLIC
Comm. Exp. August 25, 2013
SHELBY COUNTY

Mailing Address of Property and
Tax Parcel I.D. No.:
164080C00100CO, 164080C00300CO, 164080C00500CO, 149150A42400CO, 149150A42500CO, 149150A42900CO, 149150A43000CO, 149150A43100CO, 149150A43200CO, 149150A43300CO, 149150A43400CO, 149150A43500CO, 149150A43600CO, 149150A44300CO, 149150A44600CO, 149150A44800CO, 149150A44200CO, 149150A44000CO, 149150A44100CO, 149150A44700CO, 182060A37600CO; 164070A07300CO, 164070A07400CO, 164070A07500CO, 164070A01000CO, 164070A03900CO, 164070A04500CO, 164070A04600CO, 164070A04700CO, 164070A04800CO, 164070A04900CO, 164070A05000CO, 164070A05100CO, 164070A05200CO, 164070A05300CO, and 164070A05400CO; located at: 3737 Grace Falls Drive; 505 and 517 Aerie Landing; 1721, 1725, 1745, 1749, 1753, 1757, 1761, 1765, 1760, 1756, 1736, 1724, and 1708 Bridgecrest Drive; 904, 905, and 909 Mulberry Hill Place; 1716 Bridgecrest Drive; 9208 Thomason Trail; 258, 254,

250, and 121 Grovedale Trace; 504 Millbridge Bay; 249 and 253 Grovedale Trace; 1505, 1509, 1513, 1517, 1521, 1525, 1529, and 1533 Rockglade Run; all in Antioch, Davidson County, Tennessee.

Party Responsible for Taxes and
Send Tax Bills To:
RL REGI-TN GVC, LLC
730 NW 107th Avenue, Suite 400
Miami, Florida 33172

EXHIBIT "A"

PROPERTY

Parcel I:
Lots 41, 43, and 45 on the Final Plat of Hamilton Chase, Section One, as shown on plat of record at **Instrument No. 20051025-0128977**, and revised by certificate of correction in **Instrument Number 20051031-0131368**.

Being the same properties conveyed to Greenvale Construction, LLC, a Tennessee limited liability company by deeds of record in **Instrument Number 20051108-0135213,** in the Register's Office of Davidson County, Tennessee.

Parcel II:
Lots 138, 139, 143, 144, 145, 146, 147, 148, 149, 150, 154, 157, 161, 166, 167, 168, and 193 on the Plan of Phase VI, Cambridge Forest, as shown on plat of record in **Instrument Number 20070430-0051165**.

Being the properties conveyed to Greenvale Construction, LLC, a Tennessee limited liability company by deeds of record in **Instrument Number 20070613-0070909**, in the Register's Office of Davidson County, Tennessee.

Parcel III:
Lot 313, Final Plat of Cluster Lot Subdivision Old Hickory Hills, Phase Three, Section 2, as shown on plat of record in **Instrument Number 20070516-0058484**.

Being the property conveyed to Greenvale Construction, LLC, a Tennessee limited liability company by deed of record in **Instrument Number 20080807-0081634,** in the Register's Office of Davidson County, Tennessee.

Parcel IV:
Lots 105, 106, 107, 10, 39, 45, 46, 47, 48, 49, 50, 51, 52, 53, and 54, on the Final Plat of Harvest Grove, Section One, as shown on plat of record in **Instrument Number 20060726-0090037** all being in Davidson County, Tennessee

Being the properties conveyed to Greenvale Construction, LLC, a Tennessee limited liability company by deeds of record at **Instrument Numbers 20060815-0100390 and 20070425-0049304**, both being in the Register's Office of Davidson County, Tennessee.

EXHIBIT "B"

PUBLICATION NOTICE

COST OF PUBLICATION

First Insertion	**$378.00**
Second Insertion	**378.00**
Third Insertion	**378.00**
Total	**$1,134.00**

PROOF OF PUBLICATION

THE WESTVIEW NEWSPAPER, LLC dba/ NASHVILLE LEDGER, the Publisher of Westview, a weekly newspaper of general circulation, printed in the State of Tennessee and distributed throughout Davidson, Williamson, Cheatham and Dixon Counties in Tennessee, states that the hereto attached publication appeared in The Westview on the following dates:

January 20, 2012
January 27, 2012
February 3, 2012

THE WESTVIEW NEWSPAPER, LLC

By: _____
Catron J. Kerr, Administrative Assistant

STATE OF TENNESSEE

On this 3rd day of **February 2012**, this instrument was signed and sealed in behalf of the corporation (or association), by authority of its Board of Directors and **Catron J. Kerr** acknowledged the instrument to be the free act and deed of the corporation (or association) and that the corporation has no corporate seal.

WITNESS my hand and Official Seal at office this 3rd day of **February 2012.**

_____
Notary Public

TENNESSEE NOTARY PUBLIC COUNTY OF SHELBY MY COMM. EXP. APRIL 03, 2015

BCNS

NOTICE OF SUBSTITUTE CO-TRUSTEES' SALE

3737 Grace Falls Drive; 505 and 517 Aerie Landing; 1721, 1725, 1745, 1749, 1753, 1757, 1761, 1765, 1760, 1756, 1736, 1724 and 1708 Bridgecrest Drive; 904, 905, and 909 Mulberry Hill Place; 1716 Bridgecrest Drive; 258, 254, 250, and 121 Grovedale Trace; 504 Millbridge Bay; 249 and 253 Grovedale Trace; 1505, 1509, 1513, 1517, 1521, 1525, 1529, and 1533 Rockglade Run; all in Antioch, Davidson County, Tennessee

Default having been made in the terms, conditions, and payments, including without limitation the failure to make principal and interest payments, provided for in that certain Deed of Trust, Assignment of Rents and Leases, Security Agreement and Financing Statement dated June 18, 2002, from Greenvale Construction, LLC, a Tennessee limited liability company ("Borrower") to Richard D. Rhodes, Trustee, securing the indebtedness therein described; as recorded at **Instrument Number 20020620-0074531**, as amended at **Instrument Number 20051108-0135215**, further amended at **Instrument Number 20061127-0145890**, further amended at **Instrument Number 20070425-0049305**, further amended at **Instrument Number 20080722-0074975**, further amended at **Instrument Number 20080807-0081635**, further amended by that certain Instrument of Correction recorded at **Instrument Number 20100224-0013992**, as assigned at **Instrument Number 20110121-0006031**, and as further assigned at **Instrument Number 20111230-0102183**, all being in the Register's Office for Davidson County, Tennessee, (as same may have been further modified, amended, and assigned, the "Deed of Trust"), which indebtedness is now due and unpaid, and has been declared in default by the lawful owner and holder thereof;

The undersigned, Robert P. McDaniel, Jr. and Justin T. Starling, Substitute Co-Trustees, having been appointed Substitute Co-Trustees, to serve in the place and stead of Richard D. Rhodes, Trustee, said appointment being recorded in the Register's Office for Davidson County, Tennessee;

NOW, THEREFORE, we, Robert P. McDaniel, Jr. and Justin T. Starling, Substitute Co-Trustees, either one or both of us, pursuant to said Deed of Trust, having been requested by RL REGI-TN GVC, LLC, the owner and holder of said indebtedness, so to do, and by virtue of the authority and power vested in us by said Deed of Trust will, on Friday, February 10, 2012, at 10:30 a.m., local time, at the Davidson County, South Main Door, One Public Square, Nashville, Tennessee, proceed to sell at public outcry to the highest bidder for cash (or credit upon the indebtedness secured if the lawful owner and holder thereof is the successful purchaser), free from the equity of redemption, the statutory right of redemption, homestead, elective share, and all other exemptions of Borrower of every kind, all of which have been expressly waived by Borrower in said Deed of Trust, the properties in Davidson County, Tennessee described as follows:

Lots 41, 43, and 45 on the Final Plat of Hamilton Chase, Section One, as shown on plat of record at **Instrument No. 20051025-0128977**, and revised by certificate of correction in **Instrument Number 20051031-0131368**; Lots 138, 139, 143, 144, 145, 146, 147, 148, 149, 150, 154, 157, 161, 166, 167, 168, and 193 on the Plan of Phase VI, Cambridge Forest, as shown on plat of record in **Instrument Number 20070430-0051165**; Lot 313, Final Plat of Cluster Lot Subdivision Old Hickory Hills, Phase Three, Section Two, as shown on plat of record in **Instrument Number 20070516-0058484**; Lots 105, 106, 107, 10, 39, 45, 46, 47, 48, 49, 50, 51, 52, 53, and 54, on the Final Plat of Harvest Grove, Section One, as shown on plat of record in **Instrument Number 20060726-0090037** all being in Davidson County, Tennessee.

Being the properties conveyed to Greenvale Construction, LLC, a Tennessee limited liability company, by deeds of record at **Instrument Number 20051108-0135213, 20070613-0070909, 20080807-0081634, 20060815-0100390**, and **20070425-0049304**, all being in the Register's Office of Davidson County, Tennessee.

The above-described real estate are improved properties known as 3737 Grace Falls Drive; 505 and 517 Aerie Landing; 1721, 1725, 1745, 1749, 1753, 1757, 1761, 1765, 1760, 1756, 1736, 1724, and 1708 Bridgecrest Drive; 904, 905, and 909 Mulberry Hill Place; 1716 Bridgecrest Drive; 258, 254, 250, and 121 Grovedale Trace; 504 Millbridge Bay; 249 and 253 Grovedale Trace; 1505, 1509, 1513, 1517, 1521, 1525, 1529, and 1533 Rockglade Run; all in Antioch, Davidson County, Tennessee.

The map and parcel numbers for the above-described real estate are: 164080C00100CO, 164080C00300CO, 164080C00500CO, 149150A42400CO, 149150A42500CO, 149150A42900CO, 149150A43000CO, 149150A43100CO, 149150A43200CO, 149150A43300CO, 149150A43400CO, 149150A43500CO, 149150A43600CO, 149150A44300CO, 149150A44600CO, 149150A44800CO, 149150A44200CO, 149150A44000CO, 149150A44100CO, 149150A44700CO, 164070A07300CO, 164070A07400CO, 164070A07500CO, 164070A01000CO, 164070A03900CO, 164070A04500CO, 164070A04600CO, 164070A04700CO, 164070A04800CO, 164070A04900CO, 164070A05000CO, 164070A05100CO, 164070A05200CO, 164070A05300CO, and 164070A05400CO.

The present owner of the above described real estate is Greenvale Construction, LLC, a Tennessee limited liability company.

The State of Tennessee has filed two (2) Notices of State Tax Liens against Borrower, of record in **Record Book 1002, Page 1189** and **Record Book 1064, Page 2499**, Register's Office for Rutherford County, Tennessee. Notices of said sale required by T.C.A. § 67-1-1433(b)(1) to be given to the State of Tennessee have been timely given, and said sale will be subject to the right of the State of Tennessee to redeem such property, as provided in T.C.A. § 67-1-1433(b)(1).

This sale is made subject to all liens, easements, encumbrances, real estate taxes, personal property taxes, rights of redemption of taxing entities and other matters which are prior in right to the lien of the aforesaid Deed of Trust.

The following parties may have liens against or claim an interest in the above-described properties which will be extinguished or adversely affected by the sale: none.

The Substitute Co-Trustees may adjourn or postpone the aforementioned sale of real property without further publication by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time and place fixed by the preceding postponement or subsequently noticed sale, and without further notice make such sale at the time fixed by the last postponement, or may, in their discretion, give a new notice of sale.

This 18th day of January, 2012.

Robert P. McDaniel, Jr.,
Substitute Co-Trustee
Bass, Berry and Sims PLC

Justin T. Starling,
Substitute Co-Trustee
Bass, Berry and Sims PLC

Jan. 20, 27, Feb. 3, 2012 FN14025