This instrument prepared by:
Joseph J. Jensen
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604 West Main Street
Franklin, Tennessee 37064
Tel: 615-782-2380

BILL GARRETT, Davidson County
Trans:T20120022171 DEEDTRS
Recvd: 03/27/12 12:35 4 pgs
Fees:23.00 Taxes:3145.00
20120327-0025976

Address New Owner:	Send Tax Bills To:	Map-Parcel:
Community First Bank & Trust 501 S. James Campbell Blvd. Columbia, Tennessee 38401	Same	159-03-0-043.00

SUCCESSOR TRUSTEE'S DEED

This Successor Trustee's Deed is made and entered into on this the 27th day of March, 2012, by Joseph J. Jensen, Successor Trustee ("Successor Trustee").

WHEREAS, Nashville Property Managers, LLP ("Grantor"), by that certain Deed of Trust, dated March 5, 2008, recorded in Instrument Number 20080307-0023178, in the Office of the Register of Deeds for Davidson County, Tennessee (the "Deed of Trust"), conveyed to Marc Lively, Trustee, the Property (as hereinafter defined) to secure the payment of certain indebtedness described in the Deed of Trust (the "Indebtedness"), which Indebtedness is presently held and owned by Community First Bank & Trust (the "Lender"); and

WHEREAS, the Indebtedness became overdue and unpaid, and other conditions of default occurred, by reason of which the Lender declared the Deed of Trust to be in default, and notice was given of such default to Grantor, in the manner required by the terms of the Deed of Trust, but following such notice the default was not cured; and

WHEREAS, Lender appointed Joseph J. Jensen to serve as Successor Trustee in place of Marc Lively in accordance with the terms of the Deed of Trust, by that instrument recorded in Instrument Number 20120207-0010929, said Register's Office; and

WHEREAS, Lender directed the Successor Trustee to sell the Property as provided in the Deed of Trust, and the Successor Trustee caused notice to be published in *The City Paper* that the Property would be sold on March 6, 2012, at 11:00 a.m. prevailing Central Time, outside the entrance of the Office of the Davidson County Register of Deeds, Bridgestone Arena, 501 Broadway, Nashville, Davidson County, Tennessee, such Notice of Successor Trustee's Sale appearing in said paper on February 13, 2012, February 20, 2012 and February 27, 2012; and

WHEREAS, the Successor Trustee further sent a copy of the Notice of Successor Trustee's Sale to Grantor, and following the appearance of the Notice of Successor Trustee's Sale in said newspaper the default was not cured; and

WHEREAS, on March 6, 2012, said sale was continued by oral announcement to all persons present, and by subsequent mailing to all interested parties, to March 27, 2012, at 11:00 a.m., prevailing Central Time, outside the entrance of the Office of the Davidson County Register of Deeds, Bridgestone Arena, 501 Broadway, Nashville, Davidson County, Tennessee; and

WHEREAS, the Successor Trustee on March 27, 2012, at 11:00 a.m., prevailing Central Time, outside the entrance of the Office of the Davidson County Register of Deeds, Bridgestone Arena, 501 Broadway, Nashville, Davidson County, Tennessee, at the time, place and date specified in the Notice of Successor Trustee's Sale offered the Property for sale, and after opening the floor for competitive bids, sold the Property to Community First Bank & Trust, at the price of Eight Hundred Fifty Thousand and No/100 Dollars ($850,000.00), this being the highest, last and best bid.

NOW, THEREFORE, I, Joseph J. Jensen, Successor Trustee as aforesaid, in consideration of the premises and the sum of Eight Hundred Fifty Thousand and No/100 Dollars ($850,000.00), to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto Community First Bank & Trust, its successors and assigns (the "Grantee") all of my right, title and interest in and to the following described real estate, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil, timber and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, if any, but no further or otherwise, located in Davidson County, Tennessee (collectively, the "Property"), and more particularly described as follows, to wit:

> Land in Davidson County, Tennessee, Being Lot No. 26 on the Plan of HIGH RIDGE SUBDIVISION, PHASE TWO, of record in Instrument No. 20010129-0008513, Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete and accurate description of said lot.
>
> Being the same property that was conveyed to Nashville Property Managers, LLP, a Tennessee limited liability partnership, by Warranty Deed from Drees Premier Homes, Inc., an Ohio Corporation, dated March 5, 2008, of record in Instrument No. 20080307-0023176, Register's Office for Davidson County, Tennessee.

To have and to hold the Property, free of all rights which are expressly waived in the Deed of Trust, as provided in, but only to the extent provided in, said Deed of Trust.

Grantee hereunder accepts title to the Property and all improvements thereon in an AS IS WHERE IS condition, and without representation or warranty from Successor Trustee as to any matter whatsoever, and by accepting this Successor Trustee's Deed, Grantee represents and warrants that it has conducted its own due diligence with regard to the Property and matters of title related to the Property, and represents and warrants that it has not relied on any statement or action made by Successor Trustee. Without limiting the foregoing, SUCCESSOR TRUSTEE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ADDITIONALLY, SUCCESSOR TRUSTEE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES AS TO THE ABSENCE OR PRESENCE ON OR UNDER THE PROPERTY OF HAZARDOUS SUBSTANCES AS DEFINED BY ANY ENVIRONMENTAL LAWS, INCLUDING WITHOUT LIMITATION THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT ("CERCLA") OR SIMILAR FEDERAL AND STATE LEGISLATION (COLLECTIVELY, THE "ENVIRONMENTAL LAWS"). Grantee accepts title to the Property subject to any problems arising in connection with the Property and/or the improvements located thereon, including without limitation problems arising out of or in connection with deterioration of any improvements thereon, violations of the Environmental Laws, and potential flood hazards. By

accepting the Successor Trustee's Deed, Grantee agrees to indemnify and hold the Successor Trustee harmless from any and all costs, expenses, and liability, including without limitation attorneys' fees, arising out of or in connection with any of the foregoing.

Grantee hereunder accepts title to the Property and all improvements thereon subject to any and all unpaid real estate taxes, restrictive covenants, easements and setback lines; any and all redemption rights, including rights of redemption of any governmental agency, State or Federal, and any and all other prior liens or encumbrances against said real property.

WITNESS the signature of the Successor Trustee on this the day and date first above written.

Joseph J. Jensen, Successor Trustee

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

Before me, Bridget T. Bennington a Notary Public of the State and County aforesaid, personally appeared Joseph J. Jensen, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Successor Trustee, and that he as such Successor Trustee being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his name as Successor Trustee.

Witness my hand and seal, this 27th day of March, 2012.

Bridget T. Bennington
Notary Public

My commission expires: 7-7-14

BRIDGET T. BENNINGTON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

MY COMMISSION EXPIRES:
JULY 7, 2014

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

The actual consideration or value, whichever is greater, for this transfer is Eight Hundred Fifty Thousand and No/100 Dollars ($850,000.00).

Affiant

Subscribed and sworn to before me this the 27th day of March, 2012.

Notary Public

My commission expires: ~~MY COMMISSION EXPIRES~~ AUGUST 3, 2015

