BILL GARRETT, Davidson County
Trans:T20120030422 DEEDTRS
Recvd: 04/26/12 08:21 8 pgs
Fees:43.00 Taxes:19240.00
20120426-0035595

This Instrument Prepared By:
PROCHASKA THOMPSON QUINN & FERRARO, P.C. (JRP)
401 Church Street, Suite 2600
Nashville, Tennessee 37219

Address New Owner:	**Send Tax Bills To:**	**Parcel ID:**
GCCFC 2005-GG5 COCKRILL INDUSTRIAL, LLC **c/o LNR Partners, LLC** **1601 Washington Avenue, Suite 700** **Miami Beach, FL 33139**	**GCCFC 2005-GG5 COCKRILL INDUSTRIAL, LLC** **c/o LNR Partners, LLC** **1601 Washington Avenue, Suite 700** **Miami Beach, FL 33139**	**07900007500 & 07900008200** **Property Address:** **7355 Cockrill Bend Road, Nashville, Tennessee 37209**

SUBSTITUTE TRUSTEE'S DEED

THIS INSTRUMENT is made and entered into as of April 12, 2012, by and between Joseph R. Prochaska, Substitute Trustee, and GCCFC 2005-GG5 COCKRILL INDUSTRIAL, LLC, a Delaware limited liability company.

WHEREAS, Nashville NI Industrial LLC, a Delaware limited liability company ("Mortgagor"), by Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing made as of October 6, 2005 ("Deed of Trust") recorded as Instrument No. 20051018-0125536, in the Office of the Register of Deeds of Davidson County, Tennessee (the "Register's Office"), conveyed to Mid-South Title Corporation, a Tennessee corporation, as Trustee, for the benefit of Archon Financial, L.P., a Delaware limited partnership ("Original Mortgagee"), all of Mortgagor's interest in certain real property hereinafter described and conveyed by said Deed of Trust ("Property") with power to sell the Property upon default in the payment of the indebtedness secured thereby; and

WHEREAS, the Deed of Trust subsequently was assigned by (a) Original Mortgagee to Goldman Sachs Mortgage Company, a New York limited partnership ("Intermediate Mortgagee"),

and further assigned by Intermediate Mortgagee to LaSalle Bank National Association, in its capacity as Trustee for the registered holders of Greenwich Capital Commercial Funding Corp., Commercial Mortgage Trust 2005-GG5, Commercial Mortgage Pass-Through Certificates, Series 2005-GG5, pursuant to that certain Assignment of Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of November 3, 2005, recorded November 29, 2005, as Instrument No. 20051129-0143230, in the Register's Office, as corrected by that certain Corrective Assignment of Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, executed on September 20, 2011, but to be effective as of November 3, 2005, recorded October 4, 2011, as Instrument No. 20111004-0076641, in the Register's Office; (b) Bank of America, N.A., a national banking association (successor by merger to LaSalle Bank National Association, a national banking association), as Trustee for the registered holders of Greenwich Capital Commercial Funding Corp., Commercial Mortgage Trust 2005-GG5, Commercial Mortgage Pass-Through Certificates, Series 2005-GG5 to U.S. Bank National Association, a national banking association organized and existing under the laws of the United States of America, not in its individual capacity but solely in its capacity as Trustee for the registered holders of Greenwich Capital Commercial Funding Corp., Commercial Mortgage Trust 2005-GG5, Commercial Mortgage Pass-Through Certificates, Series 2005-GG5, pursuant to that certain Assignment of Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing and Other Loan Documents, executed on September 15, 2011, recorded November 23, 2011, as Instrument No. 20111123-0091644, in the Register's Office; and (c) U.S. Bank National Association, a national banking association organized and existing under the laws of the United States of America, not in its individual capacity but solely in its capacity as Trustee for the registered holders of Greenwich

Capital Commercial Funding Corp., Commercial Mortgage Trust 2005-GG5, Commercial Mortgage Pass-Through Certificates, Series 2005-GG5 to GCCFC 2005-GG5 COCKRILL INDUSTRIAL, LLC, a Delaware limited liability company, pursuant to that certain Assignment of Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing and Other Loan Documents, executed on November 21, 2011, recorded January 11, 2012, as Instrument No. 20120111-0002799, in the Register's Office; and

WHEREAS, by an instrument of record as Instrument No. 20120217-0013922 in said Register's Office, Joseph R. Prochaska is named as Substitute Trustee in said Deed of Trust and vested with all powers and duties conferred upon the original Trustee; and

WHEREAS, Mortgagor defaulted in the payment of the indebtedness secured by the Deed of Trust and Mortgagee, being the lawful owner and holder of said debt, which is evidenced by a Severed Promissory Note A-32 dated as of October 6, 2005 ("Note") in the principal amount of Nine Million and 00/100 Dollars ($9,000,000.00), demanded that Joseph R. Prochaska as Substitute Trustee ("Substitute Trustee") advertise and sell the Property consistent with the powers and duties granted to the Trustee and his successors in said Deed of Trust; and

WHEREAS, Substitute Trustee caused the sale of said Property to be duly advertised by notice published on March 22, 29 and April 5, 2012 in the Nashville Scene, a newspaper published in Davidson County, Tennessee, stating that, on Thursday, April 12, 2012, commencing at 11:00 a.m., said Property hereinafter described would be sold at public outcry to the highest and best bidder for cash, and free from the equity of redemption and any statutory or common law right of redemption including, without limitation, those rights of redemption contained in Tennessee Code Annotated Section 66-8-101 et seq., homestead, dower, elective share and rights of appraisement,

valuation, stay, extension, reinstatement and marshalling and all other rights and exemptions of every kind, all of which have been expressly waived; and

WHEREAS, at the time and place stated in said published notice, the Substitute Trustee offered said Property for sale at public outcry and sold said Property to GCCFC 2005-GG5 COCKRILL INDUSTRIAL, LLC, a Delaware limited liability company, its credit bid of Five Million Two Hundred Thousand and NO/100 Dollars ($5,200,000.00) being the highest and best bid offered; and

NOW, THEREFORE, in consideration of the premises, in exercise of the powers and duties vested in me by said Deed of Trust and in consideration of the sum of Five Million Two Hundred Thousand and NO/100 Dollars ($5,200,000.00) paid, I, Joseph R. Prochaska, Substitute Trustee, as aforesaid, have bargained and sold and by these presents do transfer and convey unto GCCFC 2005-GG5 COCKRILL INDUSTRIAL, LLC, a Delaware limited liability company, its successor and assigns, all of the right, title and interest in the real property therein described that is vested in me as Substitute Trustee by said Deed of Trust, which real property is situated in Davidson County, Tennessee, and described as follows:

Land in Davidson County, Tennessee, being Lots No. 13 and 14 on the Plan of Resubdivision, Section Three, Cockrill Bend Industrial Complex, of record in Plat Book 6200, page 889, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.

Said property also being more particularly described, per survey by Steven D. Delle, R.L.S. of the State of Tennessee, License No. 1710, dated July 8, 2003, last revised September 9, 2003 and known as Job No. 03109, as follows:

Beginning at an iron rod situated in the southwesterly margin of Cockrill Bend Industrial Road, said point also being the northwesterly corner of the Skyy Blue, LLC property of record in Book 9896, Page 793, R.O.D.C., Tn.;

Thence, leaving said road, South 62° 51' 00" West, a distance of 519.88 feet to an iron rod;

Thence, North 27° 09' 00" West, a distance of 364.01 feet to an iron rod;

Thence, North 32° 52' 00" West, a distance of 202.00 feet to an iron rod;

Thence, North 53° 43' 00" West, a distance of 111.80 feet to an iron rod;

Thence, North 62° 51' 00" East, a distance of 90.00 feet to an iron rod;

Thence, North 27° 09' 00" West, a distance of 590.00 feet to an iron rod;

Thence, North 65° 34' 28" East, a distance of 280.00 feet to an iron rod;

Thence, North 77° 46' 00" East, a distance of 228.00 feet to an iron rod situated in the southwesterly margin of Cockrill Bend Industrial Road;

Thence, along said road, South 27° 09' 00" East, a distance of 1183.00 feet to the point of beginning and containing 635,996.101 square feet or 14.60 acres of land more or less.

Being the same property conveyed to Tennessee Industrial Properties, LLC, a Tennessee limited liability company, by deed from Ozburn-Hessey Storage Co., of record in Instrument No. 200006300065340, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to FRF 37, LLC, a limited liability company in Instrument 2003029-0143628 recorded 9/29/03, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Nashville NI Industrial LLC, a limited liability company, in Instrument No. 20040914-0110836, Register's Office for Davidson County, Tennessee.

Address: 7355 Cockrill Bend Road
Nashville, Tennessee

together with any and all other property, real and personal, which constitutes the Property as that term is defined in the Deed of Trust, but specifically excluding any cash, accounts, deposits, escrows, refunds reserves, impounds and other cash or cash equivalents.

The sale was held, and this conveyance is made, without any covenant or warranty, express or implied, and subject to any matters having priority over the Deed of Trust or which may affect or encumber the Property following the sale, such as all matters shown on any applicable recorded plat;

any unpaid taxes, including taxes and assessments for the year 2011 not yet paid and for subsequent years not yet due and payable (Map & Parcel Nos. 079-075.00 & 079-082.00); taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records; taxes assessed by correction pursuant to the provisions of T.C.A. §67-5-603, et seq.; matters that an accurate survey of the premises might disclose; any facts, rights, interests, or claims that are not shown by the public records but that could be ascertained by an inspection of the Property or that may be asserted by persons in possession of the Property; any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Property and not shown by the public records; any mineral or mineral rights leased, granted or retained by current or prior owners; prior liens, claims and encumbrances including, without limitation, leases and other agreements; assessments, building lines, easements, covenants, and restrictions that may exist; any lien or right to lien for services, labor or material imposed by law and not shown by the public records; and, statutory rights of redemption of any governmental agency including, but not limited to, the right of redemption of the Internal Revenue Service pursuant to 26 U.S.C. §7425(d)(1), of the State of Tennessee pursuant to T.C.A. §67-1-1433(c)(1), or of any other taxing authority. The Property may be subject to the terms, conditions, provisions and restrictions of the following instruments recorded in the Register's Office: all matters shown on the plat of record in Book 6200, Page 889; right of way dedication for Cockrill Bend Industrial Road for record in Book 6250, Page 846; restrictions contained in deeds of record on Book 6798, page 309, Book 6991, page 856 and Book 7008, page

848; Declaration of Restrictions and Covenants of record in Book 6823, page 645, and Book 8969, page 111; and, rights of tenants as tenants only under any unrecorded leases.

TO HAVE AND TO HOLD said Property with the appurtenances, estate, title and interest thereto belonging to said GCCFC 2005-GG5 COCKRILL INDUSTRIAL, LLC, a Delaware limited liability company, its successors and assigns, forever. And I do hereby transfer and assign unto GCCFC 2005-GG5 COCKRILL INDUSTRIAL, LLC, a Delaware limited liability company, its successors and assigns, all of the rights and benefits of the covenants and warranties contained in said Deed of Trust in as full and ample a manner as under it I can or should do, but I convey and assign as Substitute Trustee, and not otherwise. Substitute Trustee conveys to GCCFC 2005-GG5 COCKRILL INDUSTRIAL, LLC, a Delaware limited liability company, only pursuant to the rights and powers granted to Substitute Trustee as set forth in the Deed of Trust and under Tennessee law.

WITNESS my hand this 16th day of April, 2012.

Joseph R. Prochaska, Substitute Trustee

STATE OF TENNESSEE)
COUNTY OF Davidson)

Personally appeared before me, Jessica Rigsby, a Notary Public in and for said State and County, Joseph R. Prochaska, Substitute Trustee, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 16th day of April, 2012.

Jessica Rigsby
Notary Public

My Commission Expires:

5-5-2015

JESSICA RIGSBY
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires MAY 5, 2015

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The actual consideration for this transfer or value of the property (whichever is greater) is $5,200,000.00.

GCCFC 2005-GG5 COCKRILL INDUSTRIAL, LLC, a Delaware limited liability company

BY: LNR Partners, LLC, a Florida limited liability company, its Manager

By: _____
Print Name: Arnold Shulkin
Title: Vice President

Sworn and subscribed before me this 13 day of April, 2012.

_____
Notary Public

My Commission Expires:
5/17/12

CINEY TORRES
Commission # DD 778236
My Commission Expires
May 17, 2012