BILL GARRETT, Davidson County
Trans:T20120033978 DEEDTRS
Recvd: 05/08/12 15:19 5 pgs
Fees:28.00 Taxes:1979.50
20120508-0039894

**THIS INSTRUMENT PREPARED BY:**
Adams and Reese LLP (CWC)
424 Church Street, Suite 2700
Nashville, TN 37219

| Address New Owner: | Send Tax Bills to: | Map and Parcel No. |
|---|---|---|
| LPP Mortgage Ltd.<br>6000 Legacy Drive<br>Plano, TX 75024 | Same | 135120E25400CO (Unit 254)<br>135120E26600CO (Unit 266)<br>135120E26700CO (Unit 267)<br>135120E26800CO (Unit 268)<br>135120E26900CO (Unit 269)<br>135120E27000CO (Unit 270) |

## SUCCESSOR TRUSTEE'S DEED

This Successor Trustee's Deed is made and entered into on this the 8th day of May, 2012, by **CHARLES W. COOK, SUCCESSOR TRUSTEE** ("Successor Trustee").

**WHEREAS**, by Revolving Construction Deed of Trust, dated February 28, 2005, of record as Instrument No. 20050302-0023174, Register's Office for Davidson County, Tennessee, as amended by Modification to Note, of record as Instrument No. 20050421-0044521, said Register's Office, as further amended by Amendment and Modification to Deed of Trust, of record as Instrument No. 20050902-0105733, said Register's Office, as further amended by Amendment and Modification to Deed of Trust, of record as Instrument No. 20050926-0115134, said Register's Office, as further amended by Amendment and Modification to Deed of Trust, of record as Instrument No. 20051021-0127320, said Register's Office, as further amended by Amendment and Modification to Deed of Trust, of record as Instrument No. 20051220-0152490, said Register's Office, as further amended by Amendment and Modification to Deed of Trust, of record as Instrument No. 20060515-0056868, said Register's Office, as further amended by Amendment and Modification to Deed of Trust, of record as Instrument No. 20060530-0062848, said Register's Office, as further amended by Amendment and Modification to Deed of Trust, of record as Instrument No. 20060621-0074046, said Register's Office, as further amended by Amendment and Modification to Deed of Trust, of record as Instrument No. 20060726-0089976, said Register's Office, as further amended by Amendment and Modification to Deed of Trust, of record as Instrument No. 20061103-0136846, said Register's Office, as further amended by Amendment and Modification to Deed of Trust, of record as Instrument No. 20070420-0047470, said Register's Office, as further amended by Amendment and Modification to Deed of Trust, of record as Instrument No. 20071210-0142150 said Register's Office, as further amended by Amended and Restated Revolving Construction Deed of Trust, of record as Instrument No. 20080708-0070067, said Register's Office, as further amended by First Amendment to Amended and Restated Revolving Construction Deed of Trust, of record as Instrument No. 20081104-0109660, said Register's Office, as amended by Scrivener's Affidavit, of record as Instrument No. 20090106-0001192, said Register's Office, as assigned by Assignment of Amended and Restated Revolving Construction Deed of Trust, of record as Instrument No. 20101014-0082298, said Register's Office, as further assigned by Assignment of Amended and Restated Revolving Construction Deed of Trust, of record as Instrument No. 20101014-0082299, said Register's

Office, and as further assigned by Assignment of Amended and Restated Revolving Construction Deed of Trust, of record as Instrument No. 20101014-0082300, said Register's Office (collectively, the "Deed of Trust"), **MARQUIS HOMES, LLC**, a Tennessee limited liability company (herein sometimes "Debtor") conveyed to **Brooks R. Smith, Trustee**, for the benefit of **LPP MORTGAGE LTD.**, a Texas limited partnership ("Lender"), the Property (as hereinafter defined), to secure payment to Lender of a certain indebtedness described in the Deed of Trust and as evidenced by that certain Promissory Note (Revolving Construction Loan) (the "Note") in the original sum of Two Million Four Hundred Thousand and No/100 Dollars ($2,400,000) (the "Indebtedness"); and

**WHEREAS,** default was made in the payment of the indebtedness described in the Deed of Trust and Note, and following such default Lender accelerated the Indebtedness and appointed Charles W. Cook as Successor Trustee in instrument of record as Instrument No. 20120222-0015284, said Register's Office, and further directed said Successor Trustee to advertise and sell the Property conveyed by said Deed of Trust in compliance with the provisions thereof; and

**WHEREAS**, as of December 2, 2011, at 8:00 a.m., there were no state or federal tax liens of record against the Debtor in the Register's Office for Davidson County, Tennessee; and

**WHEREAS**, said Successor Trustee caused notice to be published in The Nashville Scene, a newspaper published in Davidson County, Tennessee, that the Property would be sold at 2:30 p.m. on Wednesday, April 4, 2012 at the front door of the Davidson County Courthouse, 1 Public Square, Nashville, Davidson County, Tennessee (the "Foreclosure Notice"), such Foreclosure Notice appearing in said paper on March 1, 2012, March 8, 2012 and March 15, 2012; and

**WHEREAS**, said sale was adjourned until 2:30 p.m. on Monday, May 7, 2012 at the front door of the Davidson County Courthouse, 1 Public Square, Nashville, Davidson County, Tennessee;

**WHEREAS**, said Successor Trustee further sent a copy of the Foreclosure Notice to Marquis Homes, LLC, and following the appearance of the Foreclosure Notice in said newspaper, the defaults under the Deed of Trust and Note were not cured; and

**WHEREAS**, Charles W. Cook, Successor Trustee, at the time, place and date announced in the Foreclosure Notice, offered the Property for sale, and after opening the floor for competitive bids, sold the Property to **LPP MORTGAGE LTD.**, a Texas limited partnership, at the price of Five Hundred Thirty-Five Thousand and No/100 Dollars ($535,000.00), this being the highest, last and best bid.

**NOW, THEREFORE**, I, Charles W. Cook, Successor Trustee as aforesaid, in consideration of the compliance with the terms of said bid to me in hand paid, and other consideration, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto **LPP MORTGAGE LTD.**, a Texas limited partnership, its successors and/or assigns (the "Grantee"), all of my right, title and interest in and to the following described real estate which has been advertised and sold as hereinabove recited, located in Davidson County, Tennessee (collectively, the "Property"), and more particularly described as follows, to wit:

See **Exhibit A** attached hereto and incorporated herein by reference.

TOGETHER WITH:

All buildings and improvements now or hereafter erected upon the above-described property and any all of the following items, whether heretofore or hereafter placed on or upon said property; gas and electric fixtures, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, hot water heaters, and all heating, air-conditioning, freezing lighting, laundry, incinerating and power equipment, stoves, ranges and ovens, refrigerators, refrigerating plants, elevators, tubs, sinks, water closets and basins; attached cabinets and shelves, garbage disposal equipment, vacuum cleaning equipment, sprinkler systems, fire alarm systems; rugs, carpets, tiling, linoleum and other floor coverings; chandeliers and other lighting fixtures; paneling, woodwork, molding, millwork and other decorative trim work; shades, wall coverings, draperies, screens, blinds, awnings, storm doors and windows; engines; pipes; pumps; tanks; motors; conduits; switchboards; plumbing, lifting, cleaning, fire prevention, fire extinguishing and communications apparatus; and all other furniture, furnishings and equipment placed in and about the said buildings and improvements for use therein which are necessary to the complete and comfortable use and occupancy of the said buildings and improvements for the purposes for which they were or are to be constructed or erected, and together with all renewals or replacements or articles in substitution for the said enumerated and described items. The items dealt with in this paragraph not actually attached to the building or improvements where located shall be deemed to be constructively attached and all items herein dealt with, whether actually or constructively attached, are agreed to be fixtures constituting a part of the realty above-described (all of the foregoing shall be referred to herein as the "Property").

Together with all of Grantor's present and future right, title and interest and claim to the Property.

To have and to hold the Property with the appurtenances, estate, title and interest thereto belonging to the Grantee, its successors and assigns forever.

Said property is conveyed subject to such encumbrances, easements, restrictions, liens, taxes, mortgages and other matters of record or otherwise as may affect the same.

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

**CHARLES W. COOK, Successor Trustee**

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared CHARLES W. COOK, 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, at office, this 8th day of May, 2012.

Notary Public

My Commission Expires:
7-3-12

CAROLE M. MAXSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TN

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

The actual consideration or value whichever is greater, for this transfer is $535,000.00.

Affiant

Sworn to and subscribed before me this
8th day of May, 2012.

Notary Public

My Commission Expires:
7-3-12

CAROLE M. MAXSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TN

## EXHIBIT A

Land in Davidson County, Tennessee, being Unit Nos. 254, 266, 267, 268, 269 and 270 Phase Two, Nashboro Village at Fairway Pointe, Tract 21, as shown on the plat of record in Plat Book 4660, page 159, and as shown on amendment to the restrictions of record in Instrument No. 20050222-0018814, in the Register's Office for Davidson County, Tennessee, to which Plat reference is hereby made for a more complete description of said property.

Being the same property conveyed to Marquis Homes, LLC, a Tennessee limited liability company, by deed from Vastland Nashboro Development, LLC, a Tennessee limited liability company, of record as Instrument Nos. 20060621-0074045 and 20071210-0142149, said Register's Office.