This Instrument Prepared By:
Richard M. Smith
SMITH CASHION & ORR, PLC
231 Third Avenue North
Nashville, Tennessee 37201

BILL GARRETT, Davidson County
Trans:T20120036720 DEEDTRS
Recvd: 05/18/12 10:36 5 pgs
Fees:28.00 Taxes:9.25
20120518-0043193

# TRUSTEE'S DEED

**Address of New Owner:**

Jamshid Sharifi and Parvin Vafai

316 Granny White Pike

Brentwood, Tennessee 37027

**Send Tax Bills to:**

Same

**Map and Parcel No.: 133 15 0A 027.00**

This Trustee's Deed is made and entered into as of the 15th day of May, 2012, by Richard M. Smith, not individually but as successor trustee ("Successor Trustee").

Whereas, Chris Atkins, conveyed real property in Davidson County, Tennessee to Southeast Title of Tennessee, Inc., as Trustee, by Tennessee Deed of Trust dated August 27, 2007, recorded on September 5, 2007 in instrument No. 20070905-0106244 in the Office of the Register of Deeds of Davidson County, Tennessee (the "Deed of Trust"), to secure payment and performance of the debts and obligations described in the Deed of Trust (the "Indebtedness"), for the benefit of Jamshid Sharifi and Parvin Vafai (the "Beneficiaries"); and, WHEREAS, Jamshid Sharifi and Parvin Vafai are the owners and holders of the debts and obligations secured by the Deed of Trust; and,

WHEREAS, the Indebtedness became overdue and unpaid, and other conditions of default occurred, by reason of which Jamshid Sharifi and Parvin Vafai declared the indebtedness and the Deed of Trust to be in default, and notice was given of such default to Grantor, but following such notice the default was not cured; and,

WHEREAS, by instrument No. 20120208-0011420 recorded on February 8, 2012 in said Register's Office, Jamshid Sharifi and Parvin Vafai, as such owners, holders and beneficiaries, appointed Richard M. Smith, as Substitute Trustee ("Successor Trustee") to act in the place and stead of the Trustee; and,

WHEREAS, Jamshid Sharifi and Parvin Vafai directed Successor Trustee to sell the Property as provided in the Deed of Trust, and Successor Trustee caused notice to be published in the Nashville Scene that the Property would be sold on May 15, 2012 at 10:00 a.m. at the Davidson County Courthouse, South Main door, One Public Square, Nashville, Tennessee, such foreclosure notice appearing in said newspaper on April 19, April 26, and May 3, 2012; and,

WHEREAS, Successor Trustee complied with the notice provisions of notice requirements of T.C.A. 35-5-117; and,

WHEREAS, Successor Trustee appeared at Davidson County Courthouse, South Main door, One Public Square, Nashville, Tennessee, on May 15, 2012 at 10:00 a.m. and offered the Property for sale, and after opening the floor for competitive bids, sold the Property to Jamshied Sharifi and Parvin Vafai for a credit bid of $2,500, this being the highest, last and best bid.

NOW, THEREFORE, I, Richard M. Smith, not individually but as Successor Trustee as aforesaid, in consideration of the premises, $10.00, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by these presents do hereby convey unto

Jamshid Sharifi and Parvin Vafai their successors and assigns ("Grantee"), all right, title and interest in and to the following real property (the "Property"):

Described property located in Davidson County, Tennessee, to wit: A certain condominium apartment known as Unit No. E-7of Pagoda Condominiums, created by Title 66, Chapter 27, Section 101, et seq. as amended, Tennessee Code Annotated, and as established by a Master Deed of record in Book 6111,

Page 22, Register's Office for said County to which plan reference is hereby made for a more complete description, together with the undivided percentage interest in the common elements appurtenant to said Unit as set forth in Exhibit A-1 of the said Master Deed. Reference to Master Deed for Pagoda Condominiums set forth in Exhibit A-2 of said Master Deed for a more complete identification and description of such unit. Being part of the property conveyed to Jamshid Sharifi and wife, Parvin Vafai by deed dated 4/19/02 of record in Instrument No.20020425-0051296, and being the part of the property conveyed to Chris Atkins by Jamshid Sharifi and wife, Parvin Vafai by deed dated 8/27/07 of record in Instrument No. 20070905-0106244, Register's Office for Davidson County, Tennessee. Street Address: 320 Welch Road, E-7, Nashville, Tennessee 37211.

TO HAVE AND TO HOLD the Property, free of all statutory and other rights of redemption of Grantor as provided in, but only to the extent provided in, the Deed of Trust. Grantee hereunder accepts title to the Property and all improvements thereon, if any, in an AS IS, WHERE IS condition, and without representation or warranty from Successor Trustee as to any matter whatsoever. Without limiting the foregoing, Substitute Trustee disclaims all representations and warranties, express or implied, including warranties 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 or similar federal and state legislation (collectively, "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 environmental laws, and potential flood hazards. By accepting this Trustee's Deed, Grantee agrees to indemnify and hold 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. Said sale is subject to certain easements, restrictions, liens, taxes, etc., including, but not limited to the following to the extent applicable on the date hereof:

(1) Any and all unpaid real and personalty taxes, plus penalty and interest, if any. Such taxes will not be pro-rated or paid from the trust estate. Grantee assumes full liability for such taxes.

(2) Any mechanic's and materialmen's liens, filed or unfiled, which take priority over the Deed of Trust upon which the foreclosure sale was held.

(3) Such easements, building lines, recorded plans and restrictions as may be applicable and which take priority over the Deed of Trust upon which the foreclosure was held.

(4) Any rights of redemption or otherwise held by the Internal Revenue Service or by the State of Tennessee.

(5) Rights or claims of parties in possession.

(6) Encroachments, overlaps, boundary line disputes or other matters which would be shown by an accurate survey or inspection of the Property.

(7) Any and all deeds of trust, fixture filings, liens of any kind or nature, and/or leases which take priority over the Deed of Trust upon which the foreclosure sale was held.

(8) Any and all other matters, including, without limitation, liens, easements, restrictions, claims, defects, encumbrances, adverse claims and other matters which take priority over the Deed of Trust under which the foreclosure was held.

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

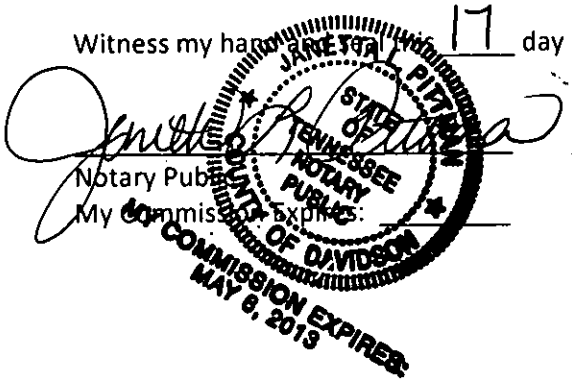
Richard M. Smith, not individually but as Successor Trustee

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Richard M. Smith, 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 duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his name, not individually but as Successor Trustee.

Witness my hand and seal this 17 day of May, 2012.




Notary Public
My Commission Expires:

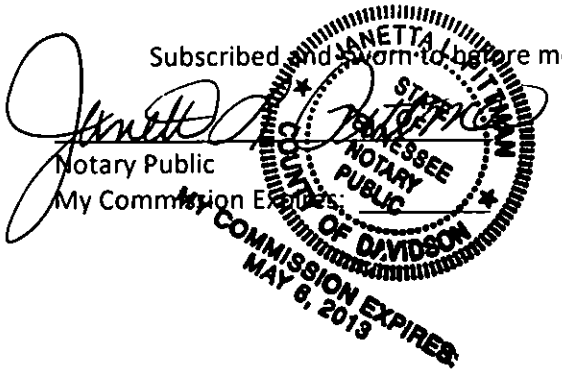
STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration or true value, whichever is greater for this transfer is $2500

AFFIANT

Subscribed and sworn to before me, this the 17 day of May, 2012.




Notary Public
My Commission Expires: