THIS INSTRUMENT PREPARED BY:
CHAFFIN & BURNSED, PLLC
2909 Poston Avenue
Fridrich Building, 1st Floor
Nashville, Tennessee 37203

Davidson County DEEDTRS
Recvd: 06/05/12 12:38 3 pgs
Fees:18.00 Taxes:210.72
20120605-0048965

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP/PARCEL:
Community First Bank & Trust 501 South James Campbell Blvd. Columbia, Tennessee 38401	SAME	093-05-2A-103.00 CO

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, there has occurred one or more acts of default in the note evidencing the indebtedness owed to Community First Bank & Trust ("Lender");

WHEREAS, Lender is the beneficiary of the Deed of Trust of record in Instrument No. 20080402-0032831, Register's Office for Davidson County, Tennessee (hereinafter referred to as "Deed of Trust"); said Deed of Trust secures to the Lender the payment in full of the note evidencing the subject indebtedness and any other obligations then existing or arising thereafter;

WHEREAS, said Deed of Trust was amended by Modification of Deed of Trust, dated April 29, 2009, of record in Instrument No. 20090507-0041983, Register's Office for Davidson County, Tennessee; Amendment to Note and Deed of Trust, dated May 4, 2010, of record in Instrument No. 20100510-0035446, said Register's Office; Amendment to Note and Deed of Trust, dated June 28, 2011, of record in Instrument No. 20110722-0056153, said Register's Office;

WHEREAS, by and through the above described Deed of Trust, the Grantor, Yaghoob Hanai, [the "Borrower"], conveyed the real property described herein to Marc R. Lively, Trustee, for the benefit of the Lender, with power of sale;

WHEREAS, the Lender, pursuant to the terms and conditions of the above Deed of Trust, did appoint Heather D. Wood as Substitute Trustee, to serve in the stead of the Trustee with all powers granted unto the Trustee, such appointment appearing of record in Instrument No. 20120308-0020275, Register's Office for Davidson County, Tennessee;

WHEREAS, Lender notified the Substitute Trustee of the default in the payments called for in the note secured by the above Deed of Trust and demanded that the Substitute Trustee advertise the subject property for sale pursuant to the terms and conditions of the said Deed of Trust;

WHEREAS, the applicable requirements of the Notice of Right to Foreclose pursuant to Tennessee Code Annotated Section 35-5-117 have been met;

WHEREAS, the Substitute Trustee did advertise the property for sale in the "The Nashville City Paper" on March 12, 2012, March 19, 2012 and March 26, 2012, in accordance with and in fulfillment of the requirements of the above Deed of Trust;

WHEREAS, the original sale date as noticed was Wednesday, April 4, 2012 and the Substitute Trustee or her representative appeared at 10:00 am CST outside the front door, facing the new public square park, of the historic Davidson County Courthouse, One Public Square, in Nashville, Davidson County, Tennessee and gave notice to all prospective bidders that the sale was adjourned and continued to May 16, 2012 at 10:00 am CST at the same location;

WHEREAS, the continued sale date as noticed was Wednesday, May 16, 2012 and the Substitute Trustee or her representative appeared at 10:00 am CST outside the front door, facing the new public square park, of the historic Davidson County Courthouse, One Public Square, in Nashville, Davidson County, Tennessee and gave notice to all prospective bidders that the sale was adjourned and continued to May 31, 2012 at 10:00 am CST at the same location;

WHEREAS, the Substitute Trustee or her representative, in accordance with the requirements of the above Deed of Trust and the publicly announced notice of postponement of the sale of the subject property, did on the 31st day of May 2012, appear and conduct the sale of the herein described property;

WHEREAS, Community First Bank & Trust did place the highest bid for the subject property, being the sum of $56,950.00; and

NOW THEREFORE, for and in consideration of the sum of $56,950.00, the Substitute Trustee has bargained and sold, and by these present does transfer and convey unto the said Community First Bank & Trust, the Grantee herein, its successors and assigns, the property described as follows:

Certain property located in Davidson County, Tennessee, and more particularly described as follows:

Being Unit Number 104 on the Plan of Watauga Condominiums (formerly known as Polk Manor Condominium), created under Title 66, Chapter 27, Section 101, et seq., as amended, Tennessee Code Annotated, and as established by a Master Deed of Record in Book 6339, Page 281, and amended by Book 6697, page 889, and amended and restated in Instrument No. 20061025-0132105, Register's Office of Davidson County, Tennessee, together with an undivided percentage in the Common Elements appurtenant to said units, as set forth in the Master Deed and By-Laws, for a more complete identification and description of said unit.

Being the same property conveyed to Yaghoob Hanai, by Warranty Deed from Bradley Pllz, dated March 31, 2008, recorded in Instrument No. 20080402-0032830, Register's Office for Davidson County, Tennessee.

Property Known As: 222 Polk Avenue, Unit 104
Nashville, Davidson County, Tennessee 37203

Map/Parcel: 093-05-2A-103.00 CO

(The address and map and parcel above are believed to be correct; but same is not part of the legal description of the property sold herein and in the event of any discrepancy, the legal description herein shall control.)

This sale is subject to Tenant(s) rights in possession.

This sale is subject to all matters shown on any recorded document, including any applicable recorded plan, plat, charter, restriction, judgment(s), notice of governmental entity, or declaration of taking(s); any prior lien(s) of record; unpaid taxes and assessments which exist as a lien against said properties; any restrictive covenant(s), easement(s) or setback line(s) that may be applicable; any rights, exemptions and/or rights of redemption not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal; and any prior deeds of trust, liens, dues, assessments, encumbrances, defects, adverse claims, and other matters that may take priority over the Deed of Trust upon which this foreclosure sale is conducted or are not extinguished by this foreclosure sale. This sale is also subject to any matter that an accurate survey of the premises might disclose.

The Substitute Trustee makes no personal warranties or representations concerning the subject property. The transfer is "AS IS, WHERE IS, AND WITH ALL FAULTS," and without warranty of any kind, express or implied, as to the condition of such property and the improvements located thereon, including merchantability or fitness for particular purpose. Trustee shall make no covenant of seisin or warranty of title, express or implied. 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.

To have and to hold the said tract or parcel of land, including all appurtenances, estate, title and interest thereto belonging, unto the said Grantee, their heirs and/or assigns, forever.

Whenever used, the singular number or pronoun shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS, my hand this 31st day of May, 2012.

Heather Wood
Heather D. Wood, Substitute Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, the within named **Heather D. Wood**, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged herself to be the Trustee under the above referenced Deed of Trust, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville Tennessee, this the 31st day of May, 2012.

Theresa K Bradley
Notary Public

THERESA K. BRADLEY STATE OF TENNESSEE NOTARY PUBLIC WILSON COUNTY

My Commission Expires: 5/19/14

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer or value of property (whichever is greater) is $56,950.00. This is equal to or greater than the property would bring at a fair and voluntary sale.

Heather Wood
Heather D. Wood, Substitute Trustee

Sworn to and subscribed before me this the 31st day of May, 2012.

Theresa K Bradley
Notary Public

THERESA K. BRADLEY STATE OF TENNESSEE NOTARY PUBLIC WILSON COUNTY

My Commission Expires: 5/19/14

CERTIFICATE OF AUTHENTICITY

I, Heather Wood, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Heather Wood
Heather Wood

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Theresa Bradley, a notary public for this county and state, Heather Wood, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Theresa K Bradley
Notary Public

Commission Expires: 5/19/14

THERESA K. BRADLEY STATE OF TENNESSEE NOTARY PUBLIC WILSON COUNTY