BILL GARRETT, Davidson County
Trans:T20120041887 DEEDTRS
Recvd: 06/06/12 15:42 5 pgs
Fees:28.00 Taxes:1054.50
20120606-0049547

This instrument prepared by:
James Bryan Lewis, Esq.
214 2nd Ave. North, Suite 103
Nashville, TN 37201

Address New Owner as follows:	Send Tax Bills To:	Map and Parcel Nos.:
Financial Transport Services, LLC **826 3rd Avenue South** **Nashville, TN 37210**	**SAME**	**136-10-71**

TRUSTEE'S DEED

This Successor Trustee's Deed is made and entered into on this 5th day of June 2012, by James Bryan Lewis, Trustee **(" Trustee").**

WHEREAS, by Deed of Trust **("Deed of Trust")** dated July 2011, being of record as Instrument number 20111207-0095308, as corrected by Scrivener's Affidavit of record in Instrument Number 20120524-0045289, Register's Office for Davidson County, Tennessee **("Register's Office"),** Donald Luther Deatheridge and wife, Laurie C. Deatheridge **("Grantor"),** conveyed to James Bryan Lewis, Trustee, the Property (as hereinafter defined) to secure the payment of certain indebtedness described in the Deed of Trust **("Indebtedness"),** which Indebtedness is presently held and owned by Financial Transport Services, LLC ("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 and as required by Tennessee Law, but following such notice the default was not cured; and

WHEREAS, Lender directed the Trustee to sell the Property as provided in the Deed of Trust, and the Trustee caused notice to be published in the *Tennessean,* that the Property would be sold at 10:00 AM central time on May 25, 2012, at the Davidson County Register of Deeds Office in Nashville, Tennessee **("Foreclosure Notice"),** such Foreclosure Notice appearing in said paper on April 20, 2012, April 27, 2012, and May 4, 2012; and

WHEREAS, the Trustee further sent a copy of the Foreclosure Notice as required by applicable law, and following the appearance of the Foreclosure Notice in said newspaper the default was not cured; and

WHEREAS, the Trustee, at 10:00 AM central time on May 25, 2012, at the place specified in the Foreclosure Notice, and at that time offered the Property for sale, and after opening the floor for competitive bids, sold the Property to Financial Transport Services, LLC in response to its bid at the price of Two Hundred Eighty Five Thousand and No/100 Dollars ($285,000.00), this being the highest, last and best bid.

NOW, THEREFORE, I, James Bryan Lewis, Trustee as aforesaid, in consideration of the premises and the sum of $285,000.00, by these presents do transfer and convey unto Financial Transport Services, LLC, its successors and assigns ("Grantee"), all of my right, title and interest in and to the following described real property:

Land in Davidson County, Tennessee, being Lot No. 452 on the Plan of Priest Lake Park, Section 7-A, as of record in Book 5200, Pages 107, 108, and 109, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Title to the land herein vested in Donald Luther Deatheridge, and wife Laurie C. Deatheridge by deed from James R. Stocker and wife, Sylvia M. Stocker of record in Book 8571, Page 727, Register's Office for Davidson County, TN

together with together with all the improvements now or hereafter erected on the real 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 real property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the real property (collectively, the "Property").The street addresses of the Property are believed to be

316 Clearlake Drive, Nashville, TN 37217

but such addresses are not part of the legal description of the Property. In the event of any discrepancy, the legal description herein shall control. The Property is improved property.

To have and to hold the Property free from the equity of redemption and all other rights of redemption, statutory or otherwise, including but not limited to T.C.A. 66-8-101, *et seq.*, as amended from time to time, homestead, dower, and all other exemptions and marital rights, all of which are expressly waived in the 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 Trustee as to any matter whatsoever, and by accepting this Trustee's Deed, Grantee represents and warrants that it has conducted its own due diligences 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 Trustee. Without limiting the foregoing, 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 this Trustee's Deed, Grantee agrees to indemnify and hold the Trustee harmless from any and all costs, expenses, and liability, including without limitation attorney fees, arising out of

or in connection with any of the foregoing.

This conveyance may be subject to easements, restrictions, liens, taxes, etc., including, but not limited to, the items set forth below, but only to the extent any of such matters take priority over the Deed of Trust. To the extent such matters do take priority over the Deed of Trust under applicable law, this conveyance is subject to them, and to the extent such matters do not, the Property does not remain subject to them:

1. Any discrepancies, conflicts, easements, boundary line disputes, encroachments or protrusions, or overlapping of improvements which would be disclosed by an inspection and accurate survey of the premises.

2. Rights and claims of parties in possession.

3. Mechanics', Contractors', or Materialmen's liens and lien claims, if any, where no notice thereof appears on record.

4. Any facts, rights, interests or claims which are not shown by the public record, but which could be ascertained or by making inquiry of person(s) in possession thereof.

5. General and/or special taxes and assessments required to be paid in the year 2012 and subsequent years for Map-Par. 136-10-71.

6. Deed of Trust executed by Donald Luther Deatheridge, and wife Laurie C. Deatheridge to Arnold M. Weiss, Trustee, dated August 2, 1999, and recorded in Book 11610, Page 919, Register's Office for Davidson County, Tennessee, in favor of America's Wholesale Lender, which states it secures a debt in the principal sum of $70,000.00, payable as therein specified, together with any terms, conditions, restrictions, or limitations recited therein. The present amount due should be determined by contacting the owner of the debt.

7. Deed of Trust executed by Donald Luther Deatheridge, and wife Laurie C. Deatheridge to Arnold M. Weiss, Trustee, dated August 2, 1999, and recorded in Book 11610, Page 927, Register's Office for Davidson County, Tennessee, in favor of America's Wholesale Lender, which states it secures a debt in the principal sum of $40,000.00, payable as therein specified, together with any terms, conditions, restrictions, or limitations recited therein. The present amount due should be determined by contacting the owner of the debt.

8. Judgment Lien of against Donald Deatheridge in favor of Collins Financial Services in the original amount of $2,450.06 filed of record in Instrument Number 20090317-0024063, Register's Office for Davidson County, Tennessee. NOTE the civil warrant references a Donald Deatheridge at 1801 Cromwell Drive, Nashville, TN, may be a different individual.

9. Judgment Lien of against Donald L. Deatheridge in favor of Cavalry Portfolio Services, LLC in the original amount of $5,521.09 filed of record in Instrument Number 20090505-0041109, Register's Office for Davidson County, Tennessee.

NOTE the civil warrant references a Donald L. Deatheridge at 8131 Jackman Road, Joelton, TN, may be a different individual.

10. Notice and Affidavit of Lien filed in Instrument Number 20111207-0095608, against Donald and Lauire Deathridge by Tennessee Contracting Services, Inc. in the amount of $16,091.61 The present amount due should be determined by contacting the owner of the debt.

11. Subject to all matters appearing on the Plan of record in Book, 5200 Page 107, 108 and 109, said Register's Office

This conveyance is further subject to any and all liens, defects, encumbrances, conveyances, adverse claims, and other matters which take priority over the Deed of Trust pursuant to which this conveyance is made, any statutory rights of redemption, of any governmental agency, state or federal, which have not been waived by such governmental agency, and any and all matters that would be shown or revealed by an accurate survey of the Property.

Witness the signature of the Trustee on the date first above written.

James Bryan Lewis, Trustee

State of Tennessee)
County Davidson)

Before me, the undersigned, a Notary Public of the State of County aforesaid, personally appeared James Bryan Lewis, 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 Trustee, and that he as such Trustee, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing his name as Trustee

Witness my hand and official seal, at Office this June 5, 2012.

Notary Public
My Commission Expires 5-6-2013

REBECCA S. FISHBURN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires MAY 6, 2013

State of Tennessee)
County Davidson)

The actual consideration or value, whichever is greater, for this transfer is $285,000.00.

Affiant

Sworn and subscribed before me, this June 5, 2012.

Notary Public
My Commission Expires 5-6-2013

REBECCA S. FISHBURN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires MAY 6, 2013