This Instrument Prepared By:
Darlene T. Marsh
Burr & Forman LLP
700 Two American Center
3102 West End Avenue
Nashville, Tennessee 37203

BILL GARRETT, Davidson County
Trans:T20120045569 DEEDTRS
Recvd: 06/20/12 12:40 9 pgs
Fees:48.00 Taxes:39554.49
20120620-0054092

Address New Owner:	Send Tax Bills To:	Map and Parcel No:
Bank of America, N.A. 1000 S. York Road, 3rd Flr Elmhurst, IL 60126	Bank of America, N.A c/o Debbie Pelligrino Paradigm Tax Group 30 N. LaSalle St., Suite 2330 Chicago, IL 60602	050-120A-002.00C0 (Lot 1) 050-120A-004.00C0 (Lot 2C) 050-120A-008.00C0 (Lot 3B) 050-120A-006.00C0 (Lot 4)

SUCCESSOR TRUSTEE'S DEED

WHEREAS, default was made in the payment of the debt and obligations, and in the terms and conditions provided for in that certain Construction Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated effective March 29, 2007, to William F. Turner, Trustee, executed by Nashville Commons, LP ("Grantor") transferring and conveying certain tracts of land located in Davidson County, Tennessee, said instrument being of record as Instrument Number 20070405-0041315; as modified by that certain Modification of Loan Documents dated effective March 30, 2009, said instrument of record as Instrument Number 20090723-0069060; as further modified by that certain Second Modification of Loan Documents dated effective June 30, 2009, said instrument of record as Instrument Number 20091002-0091673; as further modified by that certain Modification of Loan Documents dated effective March 30, 2009, said instrument of record as Instrument Number 20100803-0060927; all recorded in the Register's Office for Davidson County, Tennessee (collectively, the "Deed of Trust");

WHEREAS, the liens securing said debt and obligations are further evidenced by that certain UCC Financing Statement, of record as Instrument Number 20070405-0041317; as amended by those certain UCC Financing Statement Amendments, of record as Instrument Numbers 20080424-0041921, 20110928-0075245 and 20110928-0075246; recorded in the Register's Office for Davidson County, Tennessee (the Deed of Trust and above-described UCC Financing Statements are collectively the "Deed of Trust");

WHEREAS, said debt and obligations are further secured by: (i) Assignment of Rents and Leases dated effective March 29, 2007, said instrument being of record as Instrument Number 20070405-0041316 recorded in the Register's Office for Davidson County, Tennessee; (ii) Security Agreement dated March 29, 2007; (iii) Assignment of Plans, Specifications, Construction and Service Contracts, Licenses and Permits dated effective March 29, 2007; (iv) Assignment and Subordination of Management Agreement dated effective March 29, 2007; (v) Collateral Assignment of Performance Agreement dated effective March 29, 2007; and (vi) Collateral Assignment of Development Agreement dated effective March 29, 2007, with respect to the Development Agreement with Wal-Mart Stores East, LP (the Deed of Trust; the

Assignment of Rents and Leases; Security Agreement; Assignment of Plans, Specifications, Construction and Service Contracts, Licenses and Permits; Assignment and Subordination of Management Agreement; Collateral Assignment of Performance Agreement; and Collateral Assignment of Development Agreement are collectively referred to as the "Loan Documents").

WHEREAS, the liens securing said debt and obligations were further evidenced by that certain UCC Financing Statement, of record as File Number 2007040907222, File Number 2007041707510, File Number 2010080604439, File Number 2012051404472 and File Number 2012051404484; as amended by that certain UCC Financing Statement Amendment, of record as File Number 2008041605934; all recorded with the Pennsylvania Secretary of the Commonwealth (the Loan Documents and the UCC Financing Statements described above are collectively the "Loan Documents");

WHEREAS, the entire indebtedness secured by the Deed of Trust is past due and unpaid; and

WHEREAS, as of May 16, 2012, at 5:00 p.m., there were no unreleased state or federal tax liens filed against Grantor in said Register's Office; and,

WHEREAS, Bank of America, N.A., successor-by-merger to LaSalle Bank N.A., as the beneficiary of the Deed of Trust and as the lawful owner and holder of the obligations secured by the Deed of Trust (the "Lender"), appointed Darlene T. Marsh as Successor Trustee by instrument dated April 25, 2012 and of record as Instrument Number 20120426-0035893, said Register's Office; and

WHEREAS, Darlene T. Marsh, Successor Trustee, caused certain property described in the Loan Documents and more particularly described on Exhibit A (the "Property") to be advertised in accordance with the provisions of the Deed of Trust, advertising that the Property would be sold at 12:00 noon (EDT) on Friday, June 15, 2012 at the main door of the Davidson County Register of Deeds, Bridgestone Arena, 501 Broadway, Nashville, Tennessee, (the "Foreclosure Notice"), and published the Foreclosure Notice in The Tennessean on May 25, 2012, June 1, 2012 and June 8, 2012, and noticed Grantor and all parties interested in accordance with the provisions of the Deed of Trust and applicable law; and

WHEREAS, at 11:00 am (CDT) / 12:00 pm (EDT), the sale was verbally postponed to 12:00 Noon (CDT); and

WHEREAS, at said time and date the Successor Trustee proceeded to sell, at public outcry to the highest bidder for cash, and free from the equity of redemption, the statutory right of redemption, exemption of homestead, rights by virtue of marriage and all other rights and exemptions of every kind, all of which are expressly waived in the Deed of Trust; and

WHEREAS, the Lender authorized the Successor Trustee to conduct the sale as its agent and convey that portion of the Property that constitutes personal property and fixtures under Article 9 of the Uniform Commercial Code; and

WHEREAS, the highest and best bid received was the sum of Ten Million Six Hundred Ninety Thousand Four Hundred Two Dollars and no/100 ($10,690,402.00) by BANK OF

AMERICA, N.A. (hereinafter referred to as the "Grantee") and the Property was sold to the Grantee for said amount.

NOW, THEREFORE, in consideration of the premises and sum of Ten Million Six Hundred Ninety Thousand Four Hundred Two Dollars and no/100 ($10,690,402.00) bid by the Grantee, Darlene T. Marsh, Successor Trustee, has this day bargained and sold and, by the premises, does transfer and convey to Grantee, its successors, heirs and assigns, certain tracts or parcels of land situated in Davidson County, Tennessee, and described as follows:

See Attached Exhibit A

TO HAVE AND TO HOLD the said tracts or parcels of land with the appurtenances, estate, title and interest thereto belonging to the Grantee, its successors, heirs and assigns forever.

It is the intention of the Successor Trustee only to convey to Grantee such title in the Property that she received as Successor Trustee and that, as Successor Trustee, she has the right to sell and convey.

This sale is subject to any unpaid taxes, mortgages, liens, encumbrances, easements, restrictions and other matters of record or otherwise that are prior in right to the lien of said Deed of Trust.

WITNESS my hand this 15th day of June, 2012.

Darlene T. Marsh Successor Trustee

Darlene T. Marsh, Successor Trustee

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public of this county, Darlene T. Marsh, Successor Trustee, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 15th day of June, 2012.

Melanie Mayes

NOTARY PUBLIC

MELANIE MAYES
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

My Commission Expires: My Commission Expires NOV. 5, 2014

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

The actual consideration for this transfer is Ten Million Six Hundred Ninety Thousand Four Hundred Two Dollars and no/100 ($10,690,402.00).

Affiant

Sworn to and subscribed before me this 16th day of June, 2012.

NOTARY PUBLIC

My Commission Expires: _____

MELANIE MAYES
NOTARY PUBLIC
STATE OF TENNESSEE
DAVIDSON COUNTY, TENN.
My Commission Expires NOV. 5, 2014

EXHIBIT A

SITUATE in the 3rd Councilmanic District of Nashville, Davidson County, Tennessee, to-wit:

BEING Lots 2, 3 and 4 as shown on survey entitled Final Plat of Nashville Commons, dated January 10, 2007, last revised March 29, 2007, prepared by Kenneth D. Church, TN RLS #1004, 1400 Nashville City Center, 511 Union Street, Nashville, TN 37219-1733, recorded on April 4, 2007, as Instrument Number 20070404-0040461 in the Register's Office of Davidson County, Tennessee.

Being a portion of the same property conveyed to Nashville Commons, LP by deeds of record in Instrument Nos. 20070405-0041299 through 20070405-0041310, Register's Office for Davidson County, Tennessee.

LESS AND EXCEPT:

Land in Davidson County, Tennessee, being Lot No. 2B on the Final Plat of Nashville Commons, First Revision, of record as Instrument No. 20080228-0019514, Register's Office for Davidson County, Tennessee.

Being a portion of the same property conveyed to Nashville Commons, LP by deeds of record in Instrument Numbers 20070405-0041299, 20070405-0041300, 20070405-0041301, 20070405-0041306, 20070405-0041307, 20070405-0041308, 20070405-0041309, 20070405-0041310, Register's Office for Davidson County, Tennessee.

LESS AND EXCEPT:

Lot 2, as shown on the Final Plat of the Resubdivision of Lot 2A, Nashville Commons First Revision Subdivision Number 2010S-1013-001, of record as Instrument No. 20100521-0039251, Register's Office for Davidson County, Tennessee.

LESS AND EXCEPT:

Lot 3-A, as shown on the Final Plat of the Resubdivision of Lot 3, Nashville Commons, First Revision, Subdivision Number 2010S-079-001, of record as Instrument No. 201108010058946, Register's Office for Davidson County, Tennessee.

Being a portion of the same property conveyed to Nashville Commons, LP, by deeds of record in Instrument Nos. 200704050041299, 200704050041300, 200704050041301, 200704050041302, 200704050041303, 200704050041304, 200704050041305, 200704050041306, 200704050041307, 200704050041308, 200704050041309, 200704050041310, all in the Register's Office for Davidson County, Tennessee.

ALSO KNOWN AS:

Land in Davidson County, Tennessee and being known as Lot 4 on the Final Plat of Nashville Commons, of record in Instrument No. 200704040040461, in the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.

Land in Davidson County, Tennessee and being known as Lot 2C on the Final Plat of Nashville Commons, First Revision of record in Instrument No. 200802280019514, in the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.

Land in Davidson County, Tennessee and being known as Lot 1 on the Final Plat of Re-Subdivision of Lot 2A, Nashville Commons, First Revision of record in Instrument No. 201005210039251, in the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.

Land in Davidson County, Tennessee and being known as Lot 3B on the Final Plat of Re-subdivision of Lot 3, Nashville Commons, First Revision of record in Instrument No. 201108010058946, in the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.

Together with the following property, rights and interests:

(a) All improvements of every nature whatsoever now or hereafter situated on the above-described real estate (the "Real Estate"), and all fixtures and personal property of every nature whatsoever now or hereafter owned by the Grantor and located on, or used in connection with the Real Estate or the improvements thereon, or in connection with any construction thereon, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing and all of the right, title and interest of the Grantor in and to any such personal property or fixtures together with the benefit of any deposits or payments now or hereafter made on such personal property or fixtures by the Grantor or on its behalf (the "Improvements");

(b) All easements, rights of way, gores of real estate, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way now or hereafter belonging, relating or appertaining to the Real Estate, and the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of the Grantor of, in and to the same;

(c) All rents, revenues, issues, profits, proceeds, income, royalties, Letter of Credit Rights (as defined in the Uniform Commercial Code of the State wherein the Premises are located (the "Code") in effect from time to time), escrows, security deposits, impounds, reserves, tax refunds and other rights to monies from the Premises and/or the businesses and operations conducted by the Grantor thereon, to be applied against the Indebtedness (as hereinafter defined); provided, however, that the Grantor, so long as no Event of Default (as hereinafter defined) has occurred hereunder, may collect rent as it becomes due, but not more than one (I) month in advance thereof;

(d) All interest of the Grantor in all leases or licenses now or hereafter on the Premises, whether written or oral (each, a "Lease", and collectively, the "Leases"), together with all security therefor and all monies payable thereunder, subject, however, to the conditional permission hereinabove given to the Grantor to collect the rentals under any such Lease;

(e) All fixtures and articles of personal property now or hereafter owned by the Grantor and forming a part of or used in connection with the Real Estate or the Improvements, including, but without limitation, any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, computer hardware and software used in the operation of the Premises, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, exercise equipment, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the Real Estate or the Improvements in any manner;

(f) All of the Grantor's interests in General Intangibles, including Payment Intangibles and Software (each as defined in the Code) now owned or hereafter acquired and related to the Premises, including, without limitation, all of the Grantor's right, title and interest in and to: (i) all agreements, licenses, permits and contracts to which the Grantor is or may become a party and which relate to the Premises; (ii) all obligations and indebtedness owed to the Grantor thereunder; (iii) all intellectual property related to the Premises; and (iv) all choses in action and causes of action relating to the Premises;

(g) All of the Grantor's accounts now owned or hereafter created or acquired as relate to the Premises and/or the businesses and operations conducted thereon, including, without limitation, all of the following now owned or hereafter created or acquired by the Grantor: (i) Accounts (as defined in the Code), contract rights book debts, notes, drafts, and other obligations or indebtedness owing to the Grantor arising from the sale, lease or exchange of goods or other property and/or

the performance of services; (ii) the Grantor's rights in, to and under all purchase orders for goods, services or other property; (iii) the Grantor's rights to any goods, services or other property represented by any of the foregoing; (iv) monies due or to become due to the Grantor under all contracts for the sale, lease or exchange of goods or other property and/or the performance of services including the right to payment of any interest or finance charges in respect thereto (whether or not yet earned by performance on the part of the Grantor); (v) Securities, Investment Property, Financial Assets and Securities Entitlements (each as defined in the Code); (vi) proceeds of any of the foregoing and all collateral security and guaranties of any kind given by any person or entity with respect to any of the foregoing; and (vii) all warranties, guarantees, permits and licenses in favor of the Grantor with respect to the Premises;

(h) All proceeds of the foregoing, including, without limitation, all judgments, awards of damages and settlements hereafter made resulting from condemnation proceeds or the taking of the Premises or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance, maintained with respect to the Premises or proceeds of any sale, option or contract to sell the Premises or any portion thereof;

(i) All replacements of, substitutions for, additions to, and the proceeds of the Premises, and the "Supporting Obligations" (as defined in the Code);

(j) Any and all contracts and letters of intent to purchase any portion of the mortgaged premises now or hereinafter executed;

(k) All personal property of the Grantor, including without limitation the following, all whether now owned or hereafter acquired or arising and wherever located: (i) accounts; (ii) securities entitlements, securities accounts, commodity accounts, commodity contracts and investment property; (iii) deposit accounts; (iv) instruments (including promissory notes); (v) documents (including warehouse receipts:); (vi) chattel paper (including electronic chattel paper and tangible chattel paper); (vii) inventory, including raw materials, work in process, or materials used or consumed in Grantor's business, items held for sale or lease or furnished or to be furnished under contracts of service, sale or lease, goods that are returned, reclaimed or repossessed; (viii) goods of every nature; (ix) Equipment (as defined in the Code), including machinery, vehicles and furniture; (x) Fixtures (as defined in the Code); (xi) intentionally deleted; (xii) letter of credit rights; (xiii) general intangibles, of every kind and description, including payment intangibles, software, computer information, source codes, object codes, records and data, all existing and future customer lists, choses in action, claims (including claims for indemnification or breach of warranty), books, records, patents and patent applications, copyrights, trademarks, tradenames, tradestyles, trademark applications, goodwill, blueprints, drawings, designs and plans, trade secrets, contracts, licenses, license agreements, formulae, tax and any other types of refunds, returned and unearned insurance premiums, rights and claims under insurance policies; (xiv) all supporting obligations of all of the foregoing

property; (xv) all property of the Grantor now or hereafter in the possession or in transit to or from, or under the custody or control of, the owner or holder of the debt secured by the Loan Documents or any affiliate thereof; (xvi) all cash and cash equivalents thereof; and (xvii) all cash and noncash Proceeds (including insurance proceeds) (as defined in the Code) of all of the foregoing property, all products thereof and all additions and accessions thereto, substitutions therefor and replacements thereof;

(l) (i) All of the rents, revenues, issues, profits, proceeds, receipts, income, accounts and other receivables arising out of or from the Real Estate including, without limitation, lease termination fees, purchase option fees and other fees and expenses payable under any lease; (ii) all leases and subleases together with all guaranties of any of such leases and all security deposits delivered by tenants thereunder, whether in cash or letter of credit; (iii) all rights and claims for damage against tenants arising out of defaults under the leases, including rights to termination fees and compensation with respect to rejected leases pursuant to Section 365(a) of the Federal Bankruptcy Code or any replacement Section thereof; and (iv) all tenant improvements and fixtures located on the Premises;

(m) (i) All plans, specifications, surveys, architectural renderings and drawings, soil, test reports, other reports or examinations of all buildings, structures and improvements now or hereafter constructed on the Real Estate, architectural contracts, engineering contracts, construction contracts, subcontracts and contracts with material suppliers; (ii) all service contracts, maintenance contracts, management agreements, warranties, guaranties and the right to use all names now or hereafter used by Grantor in connection with the Real Estate; (iii) all permits, certificates, licenses, approvals, contracts, entitlements and authorizations, however characterized, issued or in any way furnished for the acquisition, construction, development, operation, use and occupancy of the Real Estate, including without limitation, certificates of occupancy; and (iv) all claims, demands, judgments, insurance proceeds, rights of action, awards or damages, compensation and settlements resulting from the taking of all or any part of the Real Estate under the power of eminent domain or for any damage (whether caused by such taking or casualty or otherwise) to all or any part of the Real Estate; which Grantor has, may have, or may subsequently directly or indirectly enter into, obtain or acquire in connection with the improvements, ownership, operation, leasing or maintenance of the Real Property, together with the proceeds of all of the foregoing;

(n) All of the Grantor's right title and interest in, to and under that certain Development Agreement, dated as of March 27, 2007, by and between the Grantor and Wal-Mart Stores East, LP a Delaware limited partnership;

SPECIFICALLY excluding any and all right title and interest of Grantor under that certain Site Development Agreement between Grantor and Lowes Home Centers, Inc. dated the _____day of_____, 2008.