Prepared By and Returnable to:
Bone McAllester Norton PLLC (kjr)
511 Union Street, Suite 1600
Nashville City Center
Nashville, Tennessee 37219

BILL GARRETT, Davidson County
Trans:T20120046840 DEEDTRS
Recvd: 06/25/12 15:17 4 pgs
Fees:23.00 Taxes:1133.76
20120625-0055625

Address New Owner(s):	Send Tax Bills To:	Map & Parcel Nos.:
Capital Bank, N.A. Attn: Special Assets P.O. Box 1120 Greenville, TN 37744-1120	New Owner	105-09-0-348.00

TRUSTEE'S DEED

WHEREAS, default was made in the terms, conditions, and payments provided for and made in a Deed of Trust dated May 18, 2007, executed by Eloise V. Wood-Oguno and Godfrey I. Oguno, to C. Richard Bobo, Trustee, of record in Instrument No. 20070522-0061154, Register's Office for Davidson County; and

WHEREAS, Capital Bank, successor by merger to GreenBank, a Tennessee chartered commercial bank, successor in interest to Cumberland Bank, the owner and holder of the Indebtedness secured by said Deed of Trust replaced said Trustee by naming Sam J. McAllester III, David M. Anthony, C. Tucker Herndon, and Gregory G. Vick, as Substitute Trustees by an instrument of record in Instrument No. 20120409-0030268, Register's Office for Davidson County, Tennessee, and authorized any one of the Substitute Trustee's to act alone or by a Designated Agent with the powers given the Trustee in said Deed of Trust; and

WHEREAS, C. Tucker Herndon, in his capacity as Substitute Trustee and not Individually ("Substitute Trustee"), caused to be published a Foreclosure Sale Notice in accordance with the provisions of said Deed of Trust and applicable law, providing notice and advertising that said property would be sold at 10:30 o'clock a.m., prevailing time on Friday, June 15, 2012 on the steps of the Davidson County Courthouse, Public Square, Nashville, Davidson County, Tennessee, to be knocked off and sold to the highest, best, and last bidder for cash, pursuant to the terms and conditions of the Deed of Trust and the Foreclosure Sale Notice; and

WHEREAS, C. Tucker Herndon, Substitute Trustee personally appeared (or appeared by Designated Agent) and offered said property for sale at public outcry and the highest, best, and last bid received was the sum of Three Hundred Six Thousand Four Hundred Twenty-one and 00/100 Dollars ($306,421.00) by Capital Bank, N.A., a Tennessee chartered commercial bank (hereinafter referred to as the "Buyer") and said property was knocked off and sold to the Buyer.

NOW, THEREFORE, in consideration of the premises and sum of Three Hundred Six Thousand Four Hundred Twenty-one and 00/100 Dollars ($306,421.00) cash in hand paid by the Buyer, Substitute Trustee has this day bargained and sold and, by the premises, does transfer

and convey to Buyer, its successors and assigns, the title and interest that Substitute Trustee has the right to sell and convey under the Deed of Trust in a certain tract or parcel of land situated in Davidson County, Tennessee, and described as follows:

TRACT I

Land in Davidson County, Tennessee, being the easterly 100 feet of Lot No. 22, on the Map of Waverly Place, of record in Plat book 57, page 95, said Register's Office, to which plan reference is hereby made for a more complete and accurate legal description thereof.

Being the same property conveyed to Eloise V. Wood-Oguno and Godfrey Oguno by Warranty Deed from Wedgewood Investments, a Tennessee limited liability company of record in Instrument Number 20070522061153, said Register's Office for Davidson County, Tennessee.

TRACT II

Land located in the Nashville, Davidson County, Tennessee on the northerly margin of Wedgewood Avenue, 100 feet more or less east of Hillside Avenue, said land being part of Lot 22, Map of Waverly Place (Book 57, page 95 R.O.D.C., TN.) and being an approximately 20 foot more or less by 220 foot more or less strip of land between the easterly deed lines of the Geraldine H. Overton land (Book 4326, page 471 R.O.D.C., TN.) and the westerly deed line of the Wedgewood Investments, LLC Land (Instrument #20031005-0162290 R.O.D.C., TN.) described according to a mortgage loan inspection dated 5/15/07 by Campbell, McRae & Associates Surveying, Inc., (John Hood TN. R.L.S. #1838) as follows:

Commending at a point at the northeast right-of-way intersection of Wedgewood Avenue (80 foot wide R.O.W.) and Hillside Avenue (60 foot wide R.O.W.), said point being the original southwest corner of Lot 22, Map of Waverly Place (Book 57, page 95 R.O.D.C., TN.); thence easterly with the northerly margin of said Wedgewood Avenue 100 feet more or less to the southeast corner of the Geraldine H. Overton land (Book 4326, page 471 R.O.D.C., TN.), the true point of beginning for the herein described land; thence leaving said Wedgewood Avenue with said Overton northerly 150 feet more or less to said Overton's northeast corner and the southeast corner of the Jeffrey Corle land (Instrument 20060623-0075418 R.O.D.C., TN.); thence northerly along said Corle's easterly line 70 feet more or less to a point in the southerly line of the Katherine J. Griffith land (Book 11223, page 300 R.O.D.C., TN.); thence with said Griffith's southerly line, which is the southerly line of Lot 23 of said Waverly Place, easterly 20 feet more or less to the northwest corner of the Wedgewood Investments, LLC land (Instrument #20060623-0075418 R.O.D.C., TN.) land, thence southerly with the westerly line of said Wedgewood Investments land

220 feet more or less to the northerly margin of said Wedgewood Avenue; thence with said northerly margin westerly 20 feet more or less to the point of beginning.

Being the same property conveyed to Eloise V. Wood-Oguno and Godfrey Oguno by Quitclaim Deed from Wedgewood Investments, a Tennessee limited liability company of record in Instrument 200705220061152, said Register's Office for Davidson County, Tennessee.

The street address of the property is believed to be 910 Wedgewood Avenue, Nashville, Davidson County, Tennessee, but such address is not part of the Legal Description of the property. In the event of any discrepancy, the Legal Description herein shall control. The Legal Description is drawn from recorded documents or provided by third parties, and the Substitute Trustee makes no warranty or representation regarding the accuracy of the Legal Description.

To have and to hold the said tract or parcel of land with the appurtenances, estate, title and interest thereto belonging to the Buyer, its successors and assigns, forever.

The Substitute Trustee covenants with the said Buyer that he is lawfully seized and possessed of said real property as Substitute Trustee only and, by the terms of the above-mentioned Deed of Trust, in his capacity as Substitute Trustee, has a good right to sell and convey the same subject to all matters shown on any applicable recorded Plat or Plan; any unpaid taxes which exist as a lien against said property; any restrictive covenants, easements, or setback lines that may be applicable; any statutory rights of redemption not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal; and any Deeds of Trust, liens, claims, and encumbrances that may take priority over the Deed of Trust. This sale is also subject to any matter that inspection and/or an accurate survey of the premises might disclose.

A Notice of Federal Tax Lien was filed by the Department of the Treasury, Internal Revenue Service, against Tomorrow's Leaders Preschool for Educational Excellence of record at Instrument No. 20070514-0057248 and of record at Instrument No. 20071101-0128728, Register's Office for Davidson County, Tennessee. Timely notice has been given by the Substitute Trustee to the Internal Revenue Service by certified mail, as required by 26 U.S.C. §7425(b). The sale of this property will be subject to the right of the United States to redeem said property pursuant to 26 U.S.C. §7425(d).

The Substitute Trustee, and not Individually, further covenants and binds himself/his successors and assigns, to warrant and forever defend the title to said real estate to the Buyer, its successors and assigns, against the lawful claims of any person claiming by or through him as Substitute Trustee, but no further or otherwise, it being the intention of the Substitute Trustee to convey to Buyer no greater title in the subject real estate than he received as Substitute Trustee and that, as Substitute Trustee, he has the right to sell and convey.

THIS PROPERTY IS SOLD "AS IS," "WHERE IS" AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, THE PROPERTY IS SOLD WITHOUT ANY IMPLIED WARRANTIES OR MERCHANTABILITY, CONDITION, OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

Substitute Trustee makes no covenant of seisin, marketability of title, or warranty of title, express or implied. Substitute Trustee sells and conveys the subject real property by this Trustee's Deed as Substitute Trustee only, and not individually.

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

C. Tucker Herndon
Substitute Trustee, and not Individually

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public of this State and County, C. Tucker Herndon, Substitute Trustee and not Individually, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

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

NOTARY PUBLIC

KIMBERLEY J. RAYMOND STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

My Commission Expires: 3-3-14

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $306,421.00.

AFFIANT

Subscribed and sworn before me on this 15th day of June, 2012.

NOTARY PUBLIC

KIMBERLEY J. RAYMOND STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

My Commission Expires: 3-3-14