BILL GARRETT, Davidson County
Trans:T20120049183 DEEDTRS
Recvd: 07/03/12 14:12 4 pgs
Fees:23.00 Taxes:1757.87
20120703-0058631

This Instrument Prepared By:
Jonathan R. Vinson, Attorney
P.O. Box 686
Clarksville, TN 37041-0686

FORECLOSURE DEED

JONATHAN R. VINSON, TRUSTEE
to
TOLBERT CHISUM, TRUSTEE OF THE PHOENIX TRUST II

Name of New Owner and Address of Property:	Tolbert Chisum, Trustee of the Phoenix Trust II 1) 1001 Lischey Ave., Nashville, TN M/P 082-03-0-462.00 2) 2022 Owen Street, Nashville, TN M/P 081-03-0-288.00 3) 3405 Chateau Valley Lane, Nashville, TN M/P 059-15-0A-054.00
Name/Address of Entity Responsible for Property Taxes:	Tolbert Chisum, Trustee of the Phoenix Trust II C/O The Chicago Trust Company ATTN: Jennifer L. Czerwinski 720 12th Street Wilmette, IL 60091

On May 24, 2010, by Deed of Trust placed of record on May 28, 2010 at 12:25 p.m., in Instrument Number 20100528-0041372, in the office of the Register of Deeds for Davidson County, Tennessee, (the "Deed of Trust"), B&V Development, LLC (the "Mortgagor") conveyed to Jonathan R. Vinson, Trustee, (the "Trustee") the hereinafter described real estate, to secure the payment of a promissory note as described therein (the "Note"), payable to the order of F&M Bank f/k/a Farmers and Merchants Bank (the "Holder").

The Deed of Trust provided that in the event of default in the payment of the Note, when due, then the entire balance of the Note shall, at the option of the Holder, become due and payable immediately; and, default having been made and continued in the payment of the Note, the Holder of the Note, has declared the entire balance of the Note due and payable as provided in the Deed of Trust. The Holder, in accordance with the terms and conditions of the Deed of Trust, has instructed the Trustee to foreclose the lien of the Deed of Trust.

The undersigned, did advertise by notice in the Davidson A.M., a newspaper of general circulation in Davidson County, Tennessee, with notices published on May 18, 2012, May 25, 2012 and June 1, 2012 said sale would be held on Friday, June 8, 2012 at 11:00 a.m., prevailing time, at the front door of the Davidson County Register of Deeds, 501 Broadway Nashville, Tennessee.

The sale was rescheduled for Friday, June 29, 2012 at 11:00 a.m. at the front door of the Davidson County Register of Deeds, 501 Broadway, Nashville, Tennessee. Such rescheduling was orally announced on Friday, June 8, 2012 at 11:00 a.m., prevailing time, at the front door of the Davidson County Register of Deeds, 501 Broadway, Nashville,

Tennessee. Additionally, all proper written notices were sent to all appropriate parties regarding the rescheduling.

The sale was held according to the terms, conditions and provisions of the notice as given, and Tolbert Chisum, Trustee, of the Phoenix Trust II u/a/d June 27, 2012, the Grantee and hereafter called the "Grantee", was the highest and best bidder for cash, bidding the sum of Four Hundred Seventy Five Thousand One Hundred and 00/Dollars ($475,100.00).

NOW THEREFORE, the undersigned as Grantor and hereafter called the "Grantor", does hereby bargain, sell, transfer and convey unto the Grantee, Tolbert Chisum, Trustee of the Phoenix Trust II u/a/d June 27, 2012, the Grantee's successors and assigns forever, the following described real estate situated in Davidson County, Tennessee, to-wit:

TRACT I:
Being Lot No. 98 in Sharpe & Crutcher's Addition to Northeast Nashville, a plan of which is of record in Book No. 57, Page 82, of the Register's Office for Davidson County, Tennessee. Said Lot No. 98 fronts 60 feet on the east side of Lischey Ave., or North 4th St., and runs back between parallel lines and with the north margin of Bayard Ave. 165 feet to an alley.

BEING the same property conveyed to B&V Development, LLC, a Tennessee Limited Liability Company by Quitclaim Deed from Vernon Winfrey and Calvin D. Eddins, dated December 23, 2008 and filed of record in Instrument No. 20090218-0013636, Register's Office for Davidson County, Tennessee.

TRACT II:
Land in Davidson County, Tennessee, being the northwest part of Lot No. 12, on the Map of Owen's Buena Vista Lots, as of record in Book 57, Page 26, Register's Office for Davidson County, Tennessee. Said Part of said lot fronts 61 feet on the east side of Owen Street, and runs back between parallel lines along the south margin of Cass Street, 138 feet 9 inches more or less to the west line of the property conveyed to the City of Nashville, by deed from Will Gordon, et al, as of record in Book 2735, Page 167, Register's Office for Davidson County, Tennessee, which line is 138.1 feet more or less west of the westerly margin of 10th Avenue North.

BEING the same property conveyed to Vernon Winfrey and wife, Zelma M. Winfrey by Deed from Elizabeth R. Fisher, an unmarried woman, dated September 30, 1961 and filed of record in Book 3283, Page 277, Register's Office for Davidson County, Tennessee. The said Zelma M. Winfrey having since died on November 3, 1996, leaving title vested solely in Vernon Winfrey, as surviving tenant by the entirety.

TRACT III:
Being Lot No. 129 on the Final Plat, Phase II, Chateau Valley, of record in Book 8250, Page 932, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.

BEING the same property conveyed to Barbara Winfrey, an unmarried person by Warranty Deed from Virginia Humphrey, unmarried, dated February 23, 2006 and filed of record in Instrument No. 20060302-0024205, Register's Office for Davidson County, Tennessee.

Said sale will be held subject to (1) all accrued taxes; (2) Inspection and Maintenance Agreement for Private Stormwater Management Facilities of record in Instrument No. 20090721-0068361, Register's Office for Davidson County, Tennessee; (3) all matters, terms

and conditions as shown on plat of record in Plat Book 9250, Page 932, Register's Office for Davidson County (Tract III); (4) Easement / Agreement to Metropolitan Government of Nashville and Davidson County, Tennessee, dated November 14, 2011, recorded February 17, 2012, as Instrument No. 20120217-6013935, Register's Office for Davidson County, Tennessee; (5) rights of tenants in possession under unrecorded leases; (6) all matters on a recorded plan, restrictive covenants, easements, or setback lines that may be applicable; (7) any prior liens or encumbrances as well as any priority created by a fixture filing; and, (8) any matter that an accurate survey of the property would show.

Proper notification(s) were provided to the Mortgagor and other appropriate interested parties as required in *Tenn. Code Ann.* § 35-5-101 *et seq.* and other written agreements between the parties. No notification(s) were required to be provided to the Mortgagor or other appropriate parties pursuant to *Tenn. Code Ann.* § 45-20-101 *et seq.* (Tennessee Home Loan Protection Act). No notification(s) were required to be provided to the Mortgagor or other appropriate parties pursuant to *Tenn. Code Ann.* § 35-5-117 *et seq.* (Notice of Right to Foreclose).

THE WARRANTIES made herein by the Grantor are made in the Grantor's representative capacity and not otherwise.

IN WITNESS WHEREOF, the Grantor has hereunto affixed the Grantor's signature on this the 2nd day of July, 2012.

GRANTOR:

JONATHAN R. VINSON, Trustee

By: _____
JONATHAN R. VINSON,
Trustee

STATE OF TENNESSEE)
COUNTY OF MONTGOMERY)

Personally appeared before me, the undersigned a Notary Public in and for said State and County, JONATHAN R. VINSON, Trustee, 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 foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, this the 2nd day of July, 2012.

DENISE A. MARTIN STATE OF TENNESSEE NOTARY PUBLIC MONTGOMERY COUNTY

Denise A. Martin
Notary Public Seal

My Commission Expires: 3-15-16

STATE OF TENNESSEE)
COUNTY OF MONTGOMERY)

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is $475,100.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this the 2nd day of July, 2012.

DENISE A. MARTIN STATE OF TENNESSEE NOTARY PUBLIC MONTGOMERY COUNTY

Denise A. Martin
Notary Public Seal

My Commission Expires: 3-15-16