BILL GARRETT, Davidson County
Trans:T20120064874 DEEDTRS
Recvd: 08/29/12 14:02 4 pgs
Fees:23.00 Taxes:5904.35
20120829-0078144

THIS INSTRUMENT PREPARED BY AND RETURN TO:
Baker, Donelson, Bearman Caldwell & Berkowitz, PC
211 Commerce Street, Suite 800
Nashville, TN 37201
Attn: K. David Waddell

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, on October 21, 2002 WM, LLC executed a Deed of Trust, Security Agreement and Assignment of Rents and Profits to Jeffrey R. King, ("Original Trustee") for the benefit of U.S. Bank National Association as the same appears of record in the Office of the Register of Davidson County, Tennessee, as Instrument Number 20021024-0130457, as amended by that certain Amendment to Deed of Trust, Security Agreement and Assignment of Rents and Profits dated December 7, 2007 as the same appears of record in said Register's Office, as Instrument Number 20080102-0000356, as partially released by Partial Release of Lien dated December 20, 2010, as the same appears of record in said Register's Office as Instrument Number 20101230-0103742, as partially released by Partial Release of Lien dated September 9, 2011, as the same appears of record in said Register's Office as Instrument Number 20111031-0084692 (collectively, the "Deed of Trust"); and

WHEREAS, said Deed of Trust was assigned by U. S. Bank National Association to CO Acquisition, LLC by Assignment of record as Instrument Number 20110808-0060626 in the said Register's Office; and

WHEREAS, said Deed of Trust was assigned by CO Acquisition, LLC to CO Acquisition Property XIV, LLC by Assignment of record as Instrument Number 20120613-0051605 in the said Register's Office; and

WHEREAS, the Original Trustee has been replaced by K. David Waddell and Nelwyn W. Inman, as Substitute Trustees, by instrument as recorded as Instrument Number 20120719-0063618, in said Register's Office, either one of whom is empowered to serve with all the title, powers, and duties of the original trustee named in said Deed of Trust described above; and

WHEREAS, CO Acquisition Property XIV, LLC ("Creditor"), is the true and lawful owner and holder of the note, secured by the Deed of Trust aforesaid; and

WHEREAS, default having been made under the terms of the said Deed of Trust, Creditor as holder of said indebtedness and obligation having requested the undersigned to advertise and sell the Property conveyed thereby according to the terms of said Deed of Trust; and

WHEREAS, in accordance with said request, the Property was advertised for sale in The City Paper, a newspaper published in Nashville, Davidson County, Tennessee, for at least twenty (20) days, such advertisements appearing on August 6, August 13, and August 20, 2012, giving the time, terms, place of sale, and description of the Property; and

WHEREAS, at the time of the sale, being on Tuesday, August 28, 2012, commencing at 10:30 o'clock a.m., at the main entrance to the Davidson County Courthouse, One Public Square, Nashville, Davidson County, Tennessee, the Property was offered for sale at public outcry to the highest and best bidder for cash, at which sale said Property was struck off and sold to CO Acquisition Property XIV, LLC, at and for the sum of One Million Five Hundred Ninety-Five Thousand Seven Hundred Sixty-Nine and 70/100 Dollars ($1,595,769.70), that being the highest and best bid offered; and

NOW, THEREFORE, the undersigned in consideration of the premises and the satisfaction of said bid, which amount has been applied toward the payment of said indebtedness, hereby bargains, sells, conveys, and confirms unto said CO Acquisition Property XIV, LLC, the following real estate situated and located in Davidson County, Tennessee, to-wit:

LAND IN THE 31ST CONCILMANIC DISTRICT OF DAVIDSON COUNTY, TENNESSEE FROM A SURVEY PREPARED BY JAMES L. MURPHY, JR. DATED AUGUST 31, 1979 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A IRON PIN IN THE EASTERLY MARGIN OF EDMONDSON PIKE SAID POINT BEING 379 FEET MORE OR LESS FROM THE SOUTHEAST CORNER OF OLD HICKORY BLVD. AND EDMONDSON PIKE SAID DISTANCE RUNNING ALONG THE EASTERLY MARGIN OF EDMONDSON PIKE IN A SOUTHERLY DIRECTION; THENCE NORTH 88 DEGREES 24' 00" EAST 562.12 FEET TO AN IRON PIN; THENCE SOUTH 5 DEGREES 2' 36" 423.40 FEET TO AN IRON PIN; THENCE SOUTH 89 DEGREES 39' 28" WEST 286.98 FEET TO AN IRON PIN; THENCE NORTH 3 DEGREES 11' 14" WEST 155.00 FEET TO AN IRON PIN; THENCE SOUTH 86 DEGREES 13' 9" WEST 289.79 FEET TO AN IRON PIN IN THE EASTERLY MARGIN OF EDMONDSON PIKE; THENCE ALONG THE EASTERLY MARGIN OF EDMONDSON PIKE NORTH 3 DEGREES 00' 00" WEST 272.50 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.47 ACRES, MORE OR LESS.

INCLUDED IN THE FOREGOING, BUT EXPRESSLY EXCLUDED THEREFROM, IS PROPERTY CONVEYED TO THE STATE OF TENNESSEE BY DEED OF RECORD IN BOOK 7859, PAGE 364, SAID REGISTER'S OFFICE, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EXISTING EAST MARGIN OF EDMONDSON PIKE AND THE NORTH BOUNDARY OF THE COMMUNITY CLUB PROPERTY; THENCE WITH SAID EAST MARGIN NORTHWARDLY 268 FEET, MORE OR LESS TO A POINT IN THE HARRY H. WILLIAMS SOUTH BOUNDARY; THENCE WITH SAID BOUNDARY SOUTH 86 DEGREES 00 MINUTES 00 SECONDS EAST 11.07 FEET; THENCE SOUTH 04 DEGREES 57 MINUTES 04 SECONDS WEST 151.7 FEET; THENCE SOUTH 02 DEGREES 25 MINUTES 18 SECONDS WEST 120.61 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,103 SQUARE FEET AND BEING PART OF THE SAME PROPERTY CONVEYED BY DEWEY W. PEDIGO, TRUSTEE TO JERRY M. TURRENTINE AND WIFE, BETTY A TURRENTINE, AS OF RECORD IN BOOK 5503, PAGE 320, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

ALSO INCLUDED IN THE FOREGOING, BUT EXPRESSLY EXCLUDED THEREFROM, IS UNIT 3, WILLIAMS PLACE BUSINESS CONDOMINIUMS, CONVEYED BY SPECIAL WARRANTY DEED OF RECORD IN INSTRUMENT NO. 201012170100506; AS AFFECTED BY AFFIDAVIT IN INSTRUMENT NO. 20102170100507; AND AS CORRECTED BY SCRIVENER'S AFFIDAVIT IN INSTRUMENT NO. 201102020009355, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

ALSO INCLUDED IN THE FOREGOING, BUT EXPRESSLY EXCLUDED THEREFROM, IS UNIT 9, WILLIAMS PLACE BUSINESS CONDOMINIUMS, AS RELEASED BY PARTIAL RELEASE OF RECORD IN INSTRUMENT NO. 201110310084692, SAID REGISTER'S OFFICE.

BEING PART OF THE SAME PROPERTY CONVEYED TO WM, LLC BY QUITCLAIM DEED OF RECORD IN INSTRUMENT NO. 200104050033173, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

THE FOREGOING ALSO KNOWN AS UNITS 1A, 1B, 1C, 2A, 2B, 2C, 2D, 4, 5, 6, AND 7, ON THE PLAT OF WILLIAMS PLACE BUSINESS CONDOMINIUMS, A HORIZONTAL PROPERTY REGIME, AS IDENTIFIED ON EXHIBIT B OF THE DECLARATION RECORDED AS INSTRUMENT NO. 201011090090029, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TOGETHER WITH ANY COMMON AREAS, AND SUBMITTED PURSUANT TO THE PROVISIONS OF THE TENNESSEE CONDOMINIUM ACT OF 2008, AS CODIFIED IN TENNESSEE CODE ANNOTATED SECTIONS 66-27-201, ET SEQ.

TO HAVE AND TO HOLD the Property, together with the hereditaments and appurtenances of and to the same belonging or in anywise appertaining, unto the said CO Acquisition Property XIV, LLC, together with all rights and benefits of the covenants and warranties made in said Deed of Trust insofar as he can or ought as Substitute Trustee, but not further or otherwise.

Grantee hereunder accepts title to the Property and all improvements thereon, if any, in an AS IS, WHERE IS condition, and without representation or warranty from Substitute Trustee as to any matter whatsoever. Without limiting the foregoing, the **Substitute Trustee disclaims all representations and warranties, express or implied, including warranties of merchantability or fitness for a particular use or purpose. Additionally, the Substitute Trustees 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 or similar federal and state legislation (collectively, "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 Environmental Laws, and potential flood hazards. By accepting this Substitute Trustee's Deed, Grantee agrees to indemnify and hold Substitute 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.

Said sale is subject to certain easements, restrictions, liens, taxes, etc., including, but not limited to the following to the extent applicable on the date hereof:

(1) Any and all unpaid real and personalty taxes, plus penalty and interest, if any. Such taxes will not be pro-rated or paid from the trust estate. Grantee assumes full liability for such taxes.

(2) Any mechanic's and materialmen's liens, filed or unfiled, which take priority over the Deed of Trust upon which the foreclosure sale was held.

(3) Such easements, building lines, recorded plans and restrictions as may be applicable and which take priority over the Deed of Trust upon which the foreclosure was held.

(4) Any rights of redemption or otherwise held by the Internal Revenue Service or by the State of Tennessee.

(5) Rights or claims of parties in possession.

(6) Encroachments, overlaps, boundary line disputes or other matters which would be shown by an accurate survey or inspection of the Property.

(7) Any and all deeds of trust, fixture filings, liens of any kind or nature, and/or leases which take priority over the Deed of Trust upon which the foreclosure sale was held.

(8) Any and all other matters, including, without limitation, liens, easements, restrictions, claims, defects, encumbrances, adverse claims and other matters which take priority over the Deed of Trust under which the foreclosure was held.

The undersigned Grantor as Substitute Trustee believes the title hereby conveyed to be good except for prior liens of record, including those described hereinabove, and including any prior liens for taxes, and any applicable restrictions, building lines and easements, but warrants same against the lawful claims of all persons claiming by, through and under a conveyance from the undersigned as Substitute Trustee, under the provisions of the above described Deed of Trust, AND NO FURTHER OR OTHERWISE.

IN WITNESS WHEREOF, the said Substitute Trustee has executed this instrument effective as of the 28th day of August, 2012.

K. David Waddell
Substitute Trustee

STATE OF TENNESSEE
COUNTY OF DAVIDSON

On this 28th day of August, 2012 before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared K. David Waddell, Substitute Trustee, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Notarial Seal at office, the day and year above written.

Notary Public

CATHERINE C. COLLINS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

My Commission Expires:

My Commission Expires MAY 6, 2013

I, or we, hereby swear or affirm that, to the best of Affiant's knowledge, information and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $1,595,769.70, which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale.

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME this 28th day of August, 2012.

Notary Public

CATHERINE C. COLLINS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

My Commission Expires:

My Commission Expires MAY 6, 2013

PROPERTY ADDRESS:	5714 Edmondson Pike, Nashville, Tennessee 37211
OWNER AND MAIL TAX NOTICE TO:	CO Acquisition Property XIV, LLC 5251 DTC Parkway, Suite 300 Greenwood Village, CO 80111
Tax Parcel ID:	161130C00100C0,161130C00200C0, 161130C00300C0, 161130C00400C0,161130C00500C0, 161130C00600C0, 161130C00700C0,161130C00900C0, 161130C01000C0, 161130C01100C0,161130C01200C0