This instrument prepared by:
Erika R. Barnes
Stites & Harbison, PLLC
401 Commerce Street, Suite 800
Nashville, TN 37219

BILL GARRETT, Davidson County
Trans:T20120070112 DEEDTRS
Recvd: 09/18/12 08:50 4 pgs
Fees:23.00 Taxes:786.25
20120918-0084562

Address New Owner as follows:	Send Tax Bills To:	Map and Parcel No.:
SunTrust Bank **CRE-ORE Middle** **Office – 0925** **25 Park Place, 8th Floor** **Atlanta, GA 30303**	**SunTrust Bank** **CRE-ORE Middle** **Office – 0925** **25 Park Place, 8th Floor** **Atlanta, GA 30303**	**149-02-0-002**

SUCCESSOR TRUSTEE'S DEED

This Successor Trustee's Deed is made and entered into on this the 17th day of September, 2012, by Erika R. Barnes, Successor Trustee ("Successor Trustee").

WHEREAS, by *Commercial Deed of Trust* dated June 12, 2007(the "Deed of Trust"), recorded as Instrument No. 20070614-0071421, in the Register's Office of Davidson County, Tennessee (the "Register's Office"), Hickory Heights Church of Christ (the "Grantor"), conveyed to Steve Lancaster, Trustee, the Property (as hereinafter defined) to secure the payment of certain indebtedness described in the Deed of Trust (the "Indebtedness"), which Indebtedness is presently held and owned by SunTrust Bank (the "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, but following such notice the default was not cured; and

WHEREAS, Lender appointed Erika R. Barnes to serve as Successor Trustee in place of Steve Lancaster, Trustee, by instrument of record as Instrument No. 20120509-0040005, Register's Office for Davidson County, Tennessee, in accordance with the terms of the Deed of Trust; and

WHEREAS, Lender directed the Successor Trustee to sell the Property (defined below) as provided in the Deed of Trust, and the Successor Trustee caused notice to be published in *The City Paper* that the Property (defined below) would be sold at 10:15 a.m. Central Time on September 12, 2012, at the front door of the Davidson County Courthouse, One Public Square, Nashville, Tennessee 37201 (the "Foreclosure Notice"), such Foreclosure Notice appearing in said paper on August 20, 2012, August 27, 2012 and September 3, 2012; and

WHEREAS, the Successor 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 Successor Trustee appeared at the time and place specified in the Foreclosure Notice, and shortly after 10:15 a.m. Central time, offered the Property (defined below) for sale, and after opening the floor for competitive bids, sold the Property (defined below) to SunTrust Bank in response to its bid at the price of Two Hundred Twelve Thousand Five Hundred and 00/00 Dollars ($212,500.00), this being the highest, last and best bid.

NOW, THEREFORE, I, Erika R. Barnes, Successor Trustee as aforesaid, in consideration of the premises and the sum of $212,500.00, by these presents do transfer and convey unto SunTrust Bank, its successors and assigns (the "Grantee"), all of my right, title and interest in and to the following described real estate, together with any and all improvements now or hereafter erected on the property, if any, 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 property, if any, but no further or otherwise, located in Davidson County, Tennessee (collectively, the "Property"), and more particularly described as follows, to wit:

> Land in Davidson County, Tennessee, being Lot No. 1 as shown on the Re-recording of the Resubdivision of the Reserve Parcel #2 Willow Meade, Section 1, of record in Plat Book 5190, page 497, Register's Office for Davidson County, Tennessee, to which Plan reference is here made for a more complete description.
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> Being the same property conveyed to Hickory Heights Church Of Christ, by deed from St. Mina Coptic Orthodox Church Of Tennessee, dated April 25, 2001, recorded May 24, 2001, of record in Instrument No. 20010524-0054455, dated April 25, 2001, said Register's Office.
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> The Property is improved property.

To have and to hold the Property in bar of the statutory right and any equity of redemption, homestead, dower and all other rights and exemptions of every kind, 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 Successor Trustee as to any matter whatsoever, and by accepting this Successor Trustee's Trustee 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 Successor Trustee. Without limiting the foregoing, **SUCCESSOR 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 Successor Trustee's Deed, Grantee agrees to indemnify and hold the Successor 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 and all unpaid *ad valorem* taxes payable to Davidson County (plus penalty and interest, if any) that may be a lien against the Property.
2. Plan of record in Plat Book 5190, page 497, 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 not otherwise waived in the Deed of Trust, including 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 Successor Trustee on this the day and date first above written.

Erika L. Barnes

ERIKA R. BARNES,
SUCCESSOR TRUSTEE

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, Denise M. Laumeyer, a Notary Public of the State and County aforesaid, personally appeared ERIKA R. BARNES, 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 Successor Trustee, and that he as such Successor Trustee, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his name as Successor Trustee.

Witness my hand and seal, at office in Nashville, Tennessee, this 17th day of September, 2012.

Denise M. Laumeyer
Notary Public
My commission expires: 3/8/2016

DENISE M. LAUMEYER STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires 03-08-2016

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is Two Hundred Twelve Thousand Five Hundred and 00/00 Dollars ($212,500.00).

Erika R. Barnes
Affiant

Subscribed and sworn to before me
this the 17 day of September, 2012

Denise M. Laumeyer
Notary Public
My commission expires: 3/8/2016

DENISE M. LAUMEYER STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires 03-08-2016

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