BILL GARRETT, Davidson County
Trans:T20120077670 DEEDTRS
Recvd: 10/12/12 10:55 4 pgs
Fees:23.00 Taxes:333.00
20121012-0093596

This instrument prepared by:
Joseph J. Jensen
Stites & Harbison, PLLC
604 West Main Street
Franklin, Tennessee 37064

| Address New Owner: | Send Tax Bills To: | Map/Parcel: |
|---|---|---|
| Tennessee Bank & Trust, a Division of Farmers Bank & Trust, Blytheville, Arkansas 9000 Carothers Parkway Franklin, Tennessee 37067 | Same | 133-14-0A-058.00-CO |

# SUCCESSOR TRUSTEE'S DEED

This Successor Trustee's Deed is made and entered into on this the 9th day of October, 2012, by Joseph J. Jensen, Successor Trustee ("Successor Trustee").

WHEREAS, Thomas A. Derryberry (the "Grantor") by that certain Deed of Trust, dated April 23, 2010, recorded in Instrument No. 20100427-0031946 in the Office of the Register of Deeds for Davidson County, Tennessee, as modified by that certain First Modification of Deed of Trust, dated September 15, 2011, of record in Instrument No. 20110926-0074047 (the "Deed of Trust"), conveyed to J. Steven Bell, 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 Tennessee Bank & Trust, a Division of Farmers Bank & Trust, Blytheville, Arkansas (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, pursuant to T.C.A. § 35-5-117, Lender caused a notice of right to foreclose to be sent to the Grantor on or about May 9, 2012; and

WHEREAS, Lender appointed Joseph J. Jensen to serve as Successor Trustee in place of J. Steven Bell in accordance with the terms of the Deed of Trust, by that instrument recorded in Instrument No. 20120905-0080196, said Register's Office; and

WHEREAS, Lender directed the Successor Trustee to sell the Property as provided in the Deed of Trust, and the Successor Trustee caused notice to be published in the *City Paper* that the Property would be sold on October 9, 2012, at 11:00 a.m. prevailing Central Time, outside the entrance to the building of the Office of the Davidson County Register of Deeds, located at Bridgestone Arena, 501 Broadway, Nashville, Tennessee, such Notice of Successor Trustee's

Sale appearing in said paper on September 17, 2012, September 24, 2012 and October 1, 2012; and

WHEREAS, the Successor Trustee further recorded a copy of the Notice of Successor Trustee's Sale in Instrument No. 20120914-0083608, said Register's Office.

WHEREAS, the Successor Trustee sent a copy of the Notice of Successor Trustee's Sale to Grantor, and following the appearance of the Notice of Successor Trustee's Sale in said newspaper the default was not cured; and

WHEREAS, the Successor Trustee at the time, place and date specified in the Notice of Successor Trustee's Sale offered the Property for sale, and after opening the floor for competitive bids, sold the Property to Tennessee Bank & Trust, a Division of Farmers Bank & Trust, Blytheville, Arkansas, at the price of Ninety Thousand and No/100 Dollars ($90,000.00), this being the highest, last and best bid.

NOW, THEREFORE, I, Joseph J. Jensen, Successor Trustee as aforesaid, in consideration of the premises and the sum of Ninety Thousand and No/100 Dollars ($90,000.00), to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto Tennessee Bank & Trust, a Division of Farmers Bank & Trust, Blytheville, Arkansas, its successors and assigns (the "Grantee") all of my right, title and interest in and to the following described real estate, together with all the improvements now or hereafter erected on the property, 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 Unit No. D-9 on the plan of Oakcrest Condominium created under title 64, Sections 2701 et seq., as amended, Tennessee Code Annotated, and as established by a master deed, of record in Book 5884, page 960, as amended by instrument(s) of record in Book 9559, page 939; Instrument No. 20041102-0131823 and Instrument No. 20070301-0025595, Register's Office for Davidson County, Tennessee, together with the undivided percentage interest in the common elements appurtenant to said unit as set forth in exhibit A-1 of said master deed, reference is hereby made to the plat of Oakcrest Condominium, of record in Book 5200, page 413, Register's Office for Davidson County, Tennessee for a more complete description of said unit.
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> Being the same property that was conveyed to Thomas A. Derryberry by Warranty Deed of Tennessee Bank & Trust, a Division of Farmers Bank & Trust, Blytheville, Arkansas, dated April 23, 2010, of record in Instrument No. 20100427-0031945, Register's Office of Davidson County, Tennessee. AND Being the same property conveyed to Elysian Fields 420 (D9) Trust by Quitclaim Deed from Thomas A. Derryberry, dated June 26, 2010, as of record in Instrument No. 20100630-0051003, Register's Office for Davidson County, Tennessee.

To have and to hold the Property, free of all rights which are expressly waived in the Deed of Trust, as provided in, but only to the extent provided in, said 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 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 the 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 attorneys' fees, arising out of or in connection with any of the foregoing.

Grantee hereunder accepts title to the Property and all improvements thereon subject to any and all unpaid real estate taxes, restrictive covenants, easements and setback lines; any and all redemption rights, including rights of redemption of any governmental agency, State or Federal, and any and all other prior liens or encumbrances against said real property.

WITNESS the signature of the Successor Trustee on this the day and date first above written.

Joseph J. Jensen, Successor Trustee

STATE OF TENNESSEE )
COUNTY OF Williamson )

Before me, NOLAN J.M. PHILLIPS, a Notary Public of the State and County aforesaid, personally appeared Joseph J. Jensen, 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, this 11 day of October, 2012.

Nolan j.m. Phillips
Notary Public

NOLAN J M PHILLIPS
STATE OF TENNESSEE NOTARY PUBLIC
MAURY COUNTY

My commission expires: 4/22/14

STATE OF TENNESSEE )
COUNTY OF Williamson )

The actual consideration or value, whichever is greater, for this transfer is Ninety Thousand and No/100 Dollars ($90,000.00).

Jim Kuntz, Senior Vice President

Subscribed and sworn to before me this the 11 day of October, 2012.

Nolan j.m. Phillips
Notary Public

My commission expires: 4/22/12

NOLAN J M PHILLIPS
STATE OF TENNESSEE NOTARY PUBLIC
MAURY COUNTY