Box 31-B
SR
MGA

BILL GARRETT, Davidson County
Trans:T20120081666 DEEDTRS
Recvd: 10/26/12 14:57 6 pgs
Fees:33.00 Taxes:10175.00
20121026-0098573

This Instrument Prepared By:
Sherrard & Roe, PLC (MGA)
150 Third Avenue South, Suite 1100
Nashville, TN 37201

SUBSTITUTE TRUSTEE'S DEED

Address New Owner as Follows:	Send Tax Bills To:	Map/Parcel Number:
VIII FS Nashville, L.L.C. Attn: Gary Gudnason Starwood Capital Group 400 Galleria Parkway, Suite 1450 Atlanta, GA 30339	Same	**14704018300**

WHEREAS, Capella Investments, LLC, a Georgia limited liability company (the "Grantor") by that certain Deed of Trust and Absolute Assignment of Rents (hereinafter referred to as "Deed of Trust"), dated January 31, 2008, recorded February 7, 2008, in Instrument No. 200802070012811, in the Register's Office of Davidson County, Tennessee (the "Register's Office"), conveyed to R. Kirkland Moser, Trustee, the hereinafter described property to secure the payment of certain indebtedness owed to Flagstar Bank FSB, a federal savings bank, said Deed of Trust was assigned to VIII FS Nashville, L. L. C., a Delaware limited liability company, whose address is c/o Starwood Capital Group Global, L.P., 591 West Putnam Avenue, Greenwich, CT 06830 (the "Lender") by Assignment of Deed of Trust of record in Instrument No. 20110701-0050805, Register's Office for Davidson County, Tennessee, as described in the Deed of Trust (the "Indebtedness");

WHEREAS, the Lender is the owner and holder of the Indebtedness;

WHEREAS, the Lender has received the consent of Flagstar Bank, FSB, as Administrative Agent, to foreclose pursuant to the Deed of Trust;

WHEREAS, default(s) on the Indebtedness have occurred, the Indebtedness has been declared due and payable as provided in the Deed of Trust, and the Indebtedness has not been paid;

WHEREAS, Lender, as the owner and holder of the Indebtedness, has demanded that the hereinafter described property be advertised and sold in satisfaction of said Indebtedness and the costs of said foreclosure in accordance with the terms and conditions of the Deed of Trust; and

WHEREAS, the undersigned, Michael G. Abelow of Davidson County (the "Substitute Trustee"), has been appointed Substitute Trustee in the place and stead of R. Kirkland Moser, Trustee, by appointment recorded in Instrument No. 201209280088703, in the Register's Office;

WHEREAS, Lender, as the owner and holder of the Indebtedness, has demanded that the hereinafter described property be advertised and sold in satisfaction of said Indebtedness and the costs of said foreclosure in accordance with the terms and conditions of the Deed of Trust; and

WHEREAS, Lender directed Substitute Trustee to sell the Property, and the Substitute Trustee caused notice to be published in The Nashville Scene that the Property would be sold at 10:00 a.m., prevailing central time, on October 26, 2012 (the "Foreclosure Date"), at the front steps of the Davidson County Courthouse, Nashville, Tennessee 37201 (the "Foreclosure Notice"), such Foreclosure Notice appearing in said paper on October 8, October 15, and October 22, 2012; and

WHEREAS, the Substitute Trustee further sent a copy of the Foreclosure Notice to Grantor, and following the appearance of the Foreclosure Notice in said newspaper the default was not cured;

WHEREAS, on the Foreclosure Date, the Substitute Trustee offered the Property for sale and after opening the floor for competitive bids, sold the Property to the Lender at a credit bid of $2,750,000 (the "Bid"), this being the highest, last and best bid.

NOW, THEREFORE, the undersigned, Michael G. Abelow, Substitute Trustee, in consideration of the sum of $2,750,000, to me in hand paid as a credit bid, the receipt of which is hereby acknowledged by these presents do transfer and convey unto VIII FS Nashville, L.L.C., a Delaware limited liability company (the "Grantee") all of my right, title and interest in and to the following described real estate, together with all improvements, appurtenances, all easements serving or benefiting the property, and any and all fixtures and improvements 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:

Being a parcel of land in the First Civil District of Nashville, Davidson County, Tennessee, being Lot No 3 as shown on Wallace Road Subdivision of record as Instrument No. 200210240130456, Register's Office for Davidson County, Tennessee, located between Harding Place on the north and Wallace Road on the south and being more particularly described as follows:

Beginning at an iron pin in the northerly margin of Wallace Road at the southeast comer of herein described lot, being the southwest corner of H. F. Nelson, Et Ux. Of record In Book 2646, page 229, R O D C;

Thence, with said margin and curve concave to the south having a central angle of 12 deg. 51 min. 04 sec., a radius of 1,455.30 feet and a chord of South 76 deg. 06 min. 03 sec. West, 325.73 feet for an arc length of 326.41 feet to an iron pin;

Thence, South 69 deg. 23 min. 19 sec. West, 226.71 feet to an iron pin;

Thence, leaving said margin with the east line of H.C.A. Realty, Inc., of record in Instrument No. 00090688176, R.O.D.C., North 08 deg. 31 min 37 sec. East 147.43 feet to

an iron pin;

Thence, North 62 deg. 08 min. 02 sec. West 96.36 feet to an iron pin in the easterly margin of Recovery Road;

Thence, with said margin and a curve concave to the west having a central angle of 64 deg. 45 min. 00 sec., a radius of 155.00 feet and a chord of North 44 deg. 01 min 53 sec. East, 165.99 feet for an arc length of 175.17 feet to an iron pin;

Thence, with a curve concave to the east having a central angle of 61 deg 17 min. 34 sec., a radius of 30.00 feet and a chord of North 42 deg. 18 min 10 sec. East, 30.58 feet for an arc length of 32.09 feet to an iron pin in the south margin of Harding Place;

Thence, with a curve concave to the north having a central angle of 08 deg. 42 min. 38 sec., a radius of 1,482.40 feet and a chord of North 68 deg. 35 min. 39 sec East, 225.15 feet for an arc length of 225.36 feet to an iron pin;

Thence, North 64 deg. 14 min. 20 sec. East, 73.55 feet to an iron pin;

Thence, North 73 deg. 03 min. 29 sec. East, 97.84 feet to an iron pin;

Thence, North 64 deg. 14 min. 20 sec. East, 15.88 feet to an iron pin at the northwest corner of aforementioned H.F. Nelson;

Thence, with Nelson South 12 deg. 31 min. 05 sec. East, 332.20 feet to the point of beginning.

Containing 151,440 square feet or 3.48 acres, more or less.

Being the same property conveyed to CAPELLA INVESTMENTS, LLC, A GEORGIA LIMITED LIABILITY COMPANY, by deed from Harding Medical, LLC of record in Instrument No.20080207-0012810, said Register's Office.

TO HAVE AND TO HOLD the Property, and free from the equity of redemption, the statutory right of redemption, homestead, and dower and all other exemptions, as provided in, but only to the extent provided in, said Deed of Trust.

The Property is sold AS IS, WHERE IS, without representation or warranties from Substitute Trustee of any kind whatsoever whether express or implied, and by accepting this Substitute Trustee's Deed, Grantee represents and warrants that it has conducted its own due diligence 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 Substitute Trustee. Without limiting the foregoing, THE PROPERTY IS SOLD WITHOUT ANY IMPLIED WARRANTIES OF MERCHANTABILITY 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.

This conveyance is subject to any and all liens (including Metropolitan Nashville and Davidson County taxes for 2010, 2011 and 2012, which are currently unpaid and are past due, plus penalties and interest, and any other tax or assessment which may be a lien against the Property), defects, encumbrances, easements, restrictive covenants, conveyances, adverse claims and other matters which take priority over the Deed of Trust upon which this foreclosure sale is had, which may include some or all of the matters described in Exhibit A attached hereto, rights of parties in possession, if any, and any rights of redemption (statutory or otherwise) 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 matters that take priority over the Deed of Trust which an accurate survey of the Property might disclose.

(remainder of page intentionally left blank)

IN WITNESS WHEREOF, the said Michael G. Abelow, Substitute Trustee, has executed this instrument as of the 26th day of October, 2012.

Michael G. Abelow, Substitute Trustee

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said State and County, the within named Michael G. Abelow, Substitute Trustee, the 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 and official seal in Nashville, Tennessee, this 26th day of October, 2012.

Notary Public

My Commission Expires:

PERSEPHONE GODWIN STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

NOTARY PUBLIC
Persephone Godwin
My Commission Expires
September 8, 2013
STATE OF TENNESSEE

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $2,750,000.

Affiant

Subscribed and sworn to before me this 26th day of October, 2012.

Notary Public

My Commission Expires:

PERSEPHONE GODWIN STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

NOTARY PUBLIC
Persephone Godwin
My Commission Expires
September 8, 2013
STATE OF TENNESSEE

EXHIBIT A

1. Taxes for the year(s) 2010, 2011 and 2012 and subsequent years.

2. Matters shown on the Plan of record as Instrument No. 20021024-0130456, said Register's Office.

3. Storm Water Detention Agreement of record as Instrument No. 20050506-0051420, said Register's Office.

4. Rights retained in Metro Council Bill No. BL2001-847, said Register's Office.