BILL GARRETT, Davidson County
Trans:T20120082667 DEEDTRS
Recvd: 10/30/12 16:04 4 pgs
Fees:23.00 Taxes:566.10
20121030-0099753

This instrument prepared by:
Madison L. Martin
Stites & Harbison, PLLC
401 Commerce Street, Suite 800
Nashville, Tennessee 37219

Address New Owner as follows:	Send Tax Bills To:	Map and Parcel No.:
SunTrust Bank Wholesale Other Real Estate Owned Mail Code GA-ATL-0925 303 Peachtree Street NE, 10th Floor Atlanta, GA 30308	**SAME**	**082-16-0-395** **and** **082-16-0-396**

SUCCESSOR TRUSTEE'S DEED

This Successor Trustee's Deed is made and entered into on this the 30th day of October, 2012, by Madison L. Martin, Successor Trustee ("Successor Trustee").

WHEREAS, by *Deed of Trust* dated December 3, 2007 (the "Deed of Trust"), recorded as Instrument No. 20080222-0017574, in the Register's Office of Davidson County, Tennessee (the "Register's Office"), New Canaan Missionary Baptist Church (the "Grantor"), conveyed to Mike Morgan, 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, a Georgia state banking corporation (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 Miranda R. Christy to serve as Successor Trustee in place of Mike Morgan, Trustee, of record as Instrument No. 20110526-0040351, Register's Office, and then Madison L. Martin (the "Successor Trustee") was appointed as Successor Trustee in the place and stead of Miranda R. Christy by appointment recorded as Instrument No. 20120928-0088618, Register's Office, 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 10:30 a.m. Central time on the 29th day of October, 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 October 8, 2012, October 15, 2012 and October 22, 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 10:30 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 One Hundred Fifty-Three Thousand and No/100 Dollars ($153,000.00)(the "Credit Bid"), this being the highest, last and best bid.

NOW, THEREFORE, I, Madison L. Martin, Successor Trustee as aforesaid, in consideration of the premises and the Credit Bid, 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 Nos. 253 and 254 on the Plan of Williams 2nd Addition to Edgefield, now East Nashville of record in Plat Book 21, page 60, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and detailed description.
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> Being the same property conveyed to NEW CANAAN MISSIONARY BAPTIST CHURCH, by deed from SANTOS TORRES, XIOMARA PEREZ AND GERARDO RUIZ, TRUSTEES FOR IGLESIA DE DIOS PENTECOSTAL M. I. PENIEL, of record as Instrument No. 20030121-0008028, dated January 3, 2003, as corrected by Quitclaim Deed/Deed of Correction of record as Instrument No. 20031031-0160416, dated October 20, 2003, 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, Tennessee (plus penalty and interest, if any) that may be a lien against the Property, including without limitation, taxes for 2003 in the amount of $1,091.73, plus penalty, interest, and cost.

2. Assignment of Rents, Profits and Leases of record as Instrument No. 20080222-0017575, Register's Office, as to Lot 253 Only, with SunTrust Bank as Assignee.

3. Judgment Lien of record as Instrument No. 20040716-0085483, Register's Office, as to The Clinard Co., d/b/a Clinard Home Improvement, Plaintiff.

4. Matters shown on the Plan of record in Plat Book 21, page 60, 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.

MADISON L. MARTIN,
SUCCESSOR TRUSTEE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Margaret A. Dennis, a Notary Public of the State and County aforesaid, personally appeared Madison L. Martin, 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 30th day of October, 2012.

MARGARET A. DENNIS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN. My Commission Expires MAY 3, 2016

Notary Public
My commission expires: May 3, 2016

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is One Hundred Fifty-Three Thousand and No/100 Dollars ($153,000.00).

Affiant

Subscribed and sworn to before me
this the 30th day of October, 2012.

Notary Public
My commission expires: May 3, 2016

MARGARET A. DENNIS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN. My Commission Expires MAY 3, 2016

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