BILL GARRETT, Davidson County
Trans:T20120087943 DEEDTRS
Recvd: 11/16/12 15:02 9 pgs
Fees:48.00 Taxes:6660.00
20121116-0106138

THIS INSTRUMENT PREPARED BY:
Adams and Reese LLP (CWC)
424 Church Street, Suite 2700
Nashville, TN 37219

ADDRESS NEW OWNER:
LPP Mortgage Ltd.
6000 Legacy Drive
Plano, TX 75024

SEND TAX BILL TO:
Same

MAP-PARCEL

See Exhibit A

SUCCESSOR TRUSTEE'S DEED

This Successor Trustee's Deed is made and entered into on this the 15th day of November, 2012, by **CHARLES W. COOK, SUCCESSOR TRUSTEE** ("Successor Trustee").

WHEREAS, by Deed of Trust, Assignment of Rents and Leases, Security Agreement and Financing Statement, dated March 1, 2004, of record as Instrument No. 20040303-0024322, Register's Office for Davidson County, Tennessee, as amended by Amendment to Deed of Trust, Assignment of Rents and Leases, Security Agreement and Financing Statement, of record as Instrument No. 20081023-0106014, said Register's Office, as corrected by Instrument of Correction, of record as Instrument No. 20100525-0040179, said Register's Office, as assigned by Assignment of Deed of Trust, Assignment of Rents and Leases, Security Agreement and Financing Statement, of record as Instrument No. 20100524-0039946, said Register's Office, as further assigned by Assignment of Deed of Trust, Assignment of Rents and Leases, Security Agreement and Financing Statement, of record as Instrument No. 20100524-0039947, said Register's Office, as corrected by Correction Notice and Restated Assignment of Deed of Trust, Assignment of Rents and Leases, Security Agreement and Financing Statement, of record as Instrument No. 20110802-0059302, said Register's Office, and as further assigned by Assignment of Deed of Trust, Assignment of Rents and Leases, Security Agreement and Financing Statement, of record as Instrument No. 20100524-0039948, said Register's Office, as corrected by Correction Notice and Restated Assignment of Deed of Trust, Assignment of Rents and Leases, Security Agreement and Financing Statement, of record as Instrument No. 20110802-0059304, said Register's Office (collectively, the "Deed of Trust"), **SUMMERFIELD DEVELOPMENT, L.L.C.**, a Tennessee limited liability company (herein sometimes "Debtor"), conveyed to **David W. Kious, Trustee**, for the benefit of **LPP MORTGAGE LTD.**, a Texas limited partnership ("Lender"), the Property (as hereinafter defined), to secure payment to Lender of a certain indebtedness described in the Deed of Trust and as evidenced by that certain Promissory Note (the "Note") in the original sum of Five Million Five Hundred Thousand and No/100 Dollars ($5,500,000.00) (the "Indebtedness"); and

WHEREAS, default was made in the payment of the indebtedness described in the Deed of Trust and Note, and following such default Lender accelerated the Indebtedness and appointed Charles W. Cook as Successor Trustee in instrument of record as Instrument No. 20120926-0087490, said Register's Office, and further directed said Successor Trustee to advertise and sell the Property conveyed by said Deed of Trust in compliance with the provisions thereof; and

WHEREAS, as of October 19, 2012, at 8:00 a.m., there were no state or federal tax liens of record against the Debtor in the Register's Office for Davidson County, Tennessee; and

WHEREAS, said Successor Trustee caused notice to be published in The Nashville Scene, a newspaper published in Davidson County, Tennessee, that the Property would be sold at 10:00 a.m. on Thursday, November 15, 2012 at the front door of the Davidson County Courthouse, 1 Public Square, Nashville, Davidson County, Tennessee (the "Foreclosure Notice"), such Foreclosure Notice appearing in said paper on October 25, November 1 and November 8, 2012; and

WHEREAS, said Successor Trustee further sent a copy of the Foreclosure Notice to Summerfield Development, L.L.C., and following the appearance of the Foreclosure Notice in said newspaper, the defaults under the Deed of Trust and Note were not cured; and

WHEREAS, Charles W. Cook, Successor Trustee, at the time, place and date announced in the Foreclosure Notice, offered the Property for sale, and after opening the floor for competitive bids, sold the Property to **LPP MORTGAGE LTD.**, a Texas limited partnership, at the price of One Million Eight Hundred Thousand and No/100 Dollars ($1,800,000.00), this being the highest, last and best bid.

NOW, THEREFORE, I, Charles W. Cook, Successor Trustee as aforesaid, in consideration of the compliance with the terms of said bid to me in hand paid, and other consideration, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto **LPP MORTGAGE LTD.**, a Texas limited partnership, its successors and/or assigns (the "Grantee"), all of my right, title and interest in and to the following described real estate which has been advertised and sold as hereinabove recited, located in Davidson County, Tennessee (collectively, the "Property"), and more particularly described as follows, to wit:

See **Exhibit B** attached hereto and incorporated herein by reference.

TOGETHER WITH:

Together with all buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Mortgaged Property, or any part and parcel thereof (the "Improvements");

Together with all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, elevators and elevator motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, mirrors, air conditioning apparatus, refrigerating plants, refrigerators, window screens, awnings and storm sashes, and all other furnishings, furniture, fixtures, machinery, equipment, fittings, apparatus, appliances, and personal property of every kind and nature whatsoever actually or constructively attached to said Mortgaged Property or Improvements or otherwise so related thereto that an interest in them arises under real estate law, now or hereafter owned by Debtor and located in, on or about, or used or intended to be used with or in connection with the use, operation or enjoyment of, the Mortgaged Property, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Mortgaged Property (collectively the "Fixtures"), all of which are hereby declared and shall be deemed to be fixtures and accessions to

the Mortgaged Property and intended to be installed therein and a part of the Mortgaged Property as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by the Deed of Trust;

Together with all easements, rights-of-way, streets, ways, alleys, passages, sewer rights, water rights, minerals, mineral rights, gas rights, timber and other emblements now or hereafter located on the Mortgaged Property or under, or above the same, or any part of parcel thereof, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditament and appurtenances, reversions, and remainders whatsoever, in anyway belonging, relating or appertaining to the Mortgaged Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor;

Together with all present and future leases, rents, royalties, issues, profits and revenues of the Mortgaged Property from time to time accruing (including without limitation all payments under leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits and escrow funds), and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Debtor of, in and to the same, reserving only the right to Debtor to collect the same so long as Debtor is not in default under the Deed of Trust;

Together with all awards, compensation and settlements in lieu thereof made as a result of (i) the taking of power of eminent domain of the whole or any part of the Mortgaged Property, including any awards for damage sustained to the Mortgaged Property, for a temporary taking, change of grade of streets or taking of access, or (ii) any other injury to, taking of, or decrease in the value of the Mortgaged Property;

Together with all building or construction materials and all supplies, equipment, inventory and accounts located on or associated with the Mortgaged Property; now or hereafter located on or associated with the Mortgaged Property, prior to incorporation of said building materials in the improvements on the Mortgaged Property; and

Together with all proceeds of hazard or other insurance policies maintained with respect to the Mortgaged Property and the Improvements (whether or not Lender is loss payee thereunder).

Together with all of Debtor's present and future right, title and interest and claim to the Mortgaged Property.

To have and to hold the Property with the appurtenances, estate, title and interest thereto belonging to the Grantee, its successors and assigns forever.

Said property is conveyed subject to such encumbrances, easements, restrictions, liens, taxes, mortgages and other matters of record or otherwise as may affect the same.

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

CHARLES W. COOK, Successor Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared CHARLES W. COOK, 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, this 15th day of November, 2012.

Notary Public

CAROLE M. MAXSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TN

My Commission Expires:
6-21-16

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is $1,800,000.00.

Affiant

Sworn to and subscribed before me this
15th day of November, 2012.

Notary Public

CAROLE M. MAXSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TN

My Commission Expires:
6-21-16

EXHIBIT A

Map/Parcel Numbers
(for informational purposes only and not as part of the legal description)

16400026200
16400027500
16400027600
16400028900
164100A23900CO
164100A24000CO
164100A24100CO
164100A24200CO
164100A24500CO
164100A26200CO
164100A26300CO
164100A26500CO
164100A26600CO
164100A26700CO
164100A27100CO
164100A27200CO
164100A27300CO
164100A27400CO
164100A27500CO
164100A27600CO
164100A27700CO
164100A40800CO
164100A40900CO
164100A41300CO
164100A41400CO
164100A41500CO
164100A41600CO
164100A41700CO
164100A41800CO
164100A41900CO
164100A42000CO
164100A42100CO
164100A42200CO
164100A42300CO
164100A42700CO
164100A42800CO
164100A42900CO
164100A43000CO
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164100A44200CO
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164100A44900CO
164100A45000CO
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164100A45200CO
164100A45300CO
164100A45400CO
164100A45500CO
164100A45600CO
164100A45700CO
164100A45800CO
164100A45900CO
164100A46000CO
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164100A46200CO
164100A46300CO
164100A46400CO
164100A46500CO
164100A46600CO
164100A46700CO
164100A46800CO
164100A46900CO
164100A47000CO
164100A47100CO

EXHIBIT B

Land in Davidson County, Tennessee, being Lots 94, 95, 96, 97, 100, 117, 118, 120, 121, 122, 126, 127, 128, 129, 130, 131, and 132, as shown on the map entitled Village Five, Summerfield, of record in Instrument No. 20051103-0133115, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Land in Davidson County, Tennessee, being Lots 54, 55, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 74, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 89, 90, and 91, as shown on map entitled Village Ten, Summerfield, of record in Instrument No. 20060718-0086558, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Land in Davidson County, Tennessee, being Lots 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, and 253, as shown on the map entitled Village Eleven, Summerfield, of record in Instrument No. 20060718-0086557, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

All lots being part of the same property conveyed to Summerfield Development, LLC, by deed of record in Book 11571, Page 943, Register's Office for Davidson County.

Tract 1:

Property known as Map 164, Parcel 276.00, described as follows:

A tract of land in the 32nd Councilmanic District of Metropolitan Nashville and Davidson County, Tennessee, bounded on the north by the right of way for Summercrest Boulevard, on the east by the right of way for Murfreesboro Pike (US Hwy 70S) and the lands of Audrey B. Buckley (Inst. # 20011204-0133233) and on the south by the open space for Summerfield Village One (Inst. # 20000211-0014170). Property is more particularly described as follows:

Beginning at a set iron pin with cap (SEC) at the northwest corner of Audrey B. Buckley, a point in the westerly right of way for Murfreesboro Pike; thence with the westerly line of Buckley the following calls:
S 21 degrees 52 minutes 57 seconds W, a distance of 255.75 feet to an iron pin with cap set (SEC);
Thence S 09 degrees 00 minutes 50 seconds W, a distance of 141.86 feet to an iron pin with cap set (SEC) at the northeast corner of Summerfield Village One;
Thence with the northerly line of Summerfield Village One the following calls:
N 33 degrees 48 minutes 57 seconds W, a distance of 182.59 feet to an iron pin with cap set (SEC);
Thence N 88 degrees 52 minutes 41 seconds W, a distance of 141.12 feet to an iron pin with cap set (SEC);
Thence N 07 degrees 58 minutes 35 seconds W, a distance of 114.62 feet to an iron pin with cap set (SEC);
Thence N 53 degrees 53 minutes 38 seconds W, a distance of 134.74 feet to an iron pin with cap set (SEC);

Thence S 84 degrees 18 minutes 01 seconds W, a distance of 124.04 feet to an iron pin with cap set (SEC);
N 41 degrees 00 minutes 00 seconds W, a distance of 87.07 feet to an iron pin with cap set (SEC);
Thence N 66 degrees 18 minutes 54 seconds W, a distance of 84.42 feet to an iron pin with cap set (SEC) in the southerly right of way for Summercrest Boulevard;
Thence with said right of way, N 58 degrees 00 minutes 00 seconds E, a distance of 438.28 feet to an iron pin with cap set (SEC);
Thence continuing with said right of way, S 86 degrees 07 minutes 11 seconds E, a distance of 140.19 feet to an iron pin with cap set (SEC) at the intersection of the southerly right of way for Summercrest Boulevard and the westerly right of way for Murfreesboro Pike;
Thence with said right of way, S 39 degrees 33 minutes 41 seconds E, a distance of 363.22 feet to the point of beginning, containing 5.263 acres, more or less, according to a survey by SEC, Inc., dated September 17, 2012, last revised September 20, 2012.

Tract 2:

Property known as Map 164, Parcel 262.00, described as follows:

A tract of land in the 32nd Councilmanic District of Metropolitan Nashville and Davidson County, Tennessee, bounded on the north by Phase Three, Treehaven Subdivision (Inst. #20040913-0110149) , Phase Two, Treehaven Subdivision (Inst #200001120004272) and the right of way for Asheford Trace, on the east by Metropolitan Govt. of Nashville and Davidson County (Inst.# 20120312-0021018) and Ole South Properties, Inc. (Inst. #200607310092636), on the south by Ole South Properties, Inc. (Inst. #200607310092636), on the west by Asheford Crossing Section 3 (Inst. #00009700-0000545) and Asheford Crossing Section 4 (Inst. #00009700-0000912) and the easterly terminus for the right of way for Monroe Crossing. Property is more particularly described as follows:

Beginning at an iron pin with cap set (SEC) at the southeast corner of the terminus for the right of way for Asheford Trace, a point in the westerly line of Metro. Govt. of Nashville and Davidson county; thence with said westerly line the following calls:
With a 565.88 foot radius curve to the right a distance of 231.72 feet, a chord bearing and distance of South 29 degrees 09 minutes 53 seconds East to an iron pin with cap set (SEC);
Thence, North 49 degrees 06 minutes 16 seconds East a distance of 124.03 feet to an iron pin with cap set (SEC);
Thence, South 38 degrees 58 minutes 45 seconds East a distance of 46.62 feet to an iron pin with cap set (SEC);
Thence, South 50 degrees 22 minutes 03 seconds East a distance of 172.49 feet to an iron pin with cap set (SEC) in the westerly line of Metro Govt. of Nashville and Davidson County, thence with said westerly line and the westerly line of Ole South Properties, Inc. the following calls:
Thence, South 05 degrees 28 minutes 21 seconds West a distance of 23.93 feet to an iron pin with cap set (SEC);
Thence, South 06 degrees 44 minutes 53 seconds West a distance of 345.66 feet to an angle point in the westerly and Northerly lines of Ole South Properties, Inc, thence with the Northerly line of Ole South Properties the following calls:
Thence, North 81 degrees 19 minutes 32 seconds West a distance of 63.53 feet to an iron pin with cap set (SEC);

Thence, North 82 degrees 43 minutes 32 seconds West a distance of 267.63 feet to an iron pin with cap set (SEC);
Thence, North 82 degrees 47 minutes 43 seconds West a distance of 211.43 feet to an iron pin with cap set (SEC);
Thence, North 82 degrees 24 minutes 00 seconds West a distance of 257.82 feet to an iron pin with cap set (SEC);
Thence, North 80 degrees 54 minutes 56 seconds West a distance of 124.06 feet to an iron pin with cap set (SEC);
Thence, North 84 degrees 00 minutes 43 seconds West a distance of 147.15 feet to an iron pin with cap set (SEC);
Thence, North 81 degrees 13 minutes 27 seconds West a distance of 264.02 feet to an iron pin with cap set (SEC);
Thence, North 83 degrees 22 minutes 50 seconds West a distance of 135.16 feet to an iron pin found (no cap) in the easterly line of Asheford Crossing Section 4, thence with said easterly line the following calls:
Thence, North 11 degrees 46 minutes 59 seconds East a distance of 11.07 feet to an iron pin found (no cap);
Thence, North 06 degrees 33 minutes 00 seconds East a distance of 56.24 feet to an iron pin found (no cap);
Thence, North 06 degrees 42 minutes 47 seconds East a distance of 134.88 feet to an iron pin found (no cap) at the southeast corner of the terminus for the right of way for Monroe Crossing);
Thence with said terminus North 06 degrees 43 minutes 10 seconds East a distance of 50.01 feet to an iron pin found (no cap) at the southeast corner of Lot 133, Asheford Crossing Section 3;
Thence with the easterly line of Asheford Crossing Section 3 the following calls:
North 06 degrees 37 minutes 22 seconds East a distance of 140.10 feet to an iron pin found (no cap);
Thence, North 07 degrees 22 minutes 23 seconds East a distance of 53.59 feet to an iron pin found (no cap) at the southwest corner of Lot 7, Treehaven Phase Two,
Thence with the southerly line of Treehaven Phase Two the following calls, all points marked with iron pin and cap (SEC):
South 74 degrees 15 minutes 43 seconds East a distance of 126.01 feet;
Thence, North 64 degrees 08 minutes 11 seconds East a distance of 127.02 feet;
Thence, North 34 degrees 32 minutes 32 seconds East a distance of 127.02 feet;
Thence, South 43 degrees 19 minutes 13 seconds East a distance of 93.13 feet;
Thence, North 76 degrees 29 minutes 40 seconds East a distance of 7.94 feet;
Thence, South 82 degrees 38 minutes 05 seconds East a distance of 5.37 feet;
Thence, South 66 degrees 59 minutes 13 seconds East a distance of 56.79 feet;
Thence, North 74 degrees 22 minutes 57 seconds East a distance of 33.85 feet;
Thence, North 67 degrees 08 minutes 25 seconds East a distance of 18.73 feet;
Thence, South 46 degrees 01 minutes 58 seconds East a distance of 18.90 feet;
Thence, South 68 degrees 37 minutes 50 seconds East a distance of 40.53 feet;
Thence, South 85 degrees 13 minutes 10 seconds East a distance of 33.54 feet;
Thence, North 48 degrees 12 minutes 42 seconds East a distance of 85.31 feet;
Thence, South 37 degrees 31 minutes 13 seconds East a distance of 72.55 feet;
Thence, South 65 degrees 00 minutes 39 seconds East a distance of 49.60 feet;
Thence, South 86 degrees 43 minutes 03 seconds East a distance of 56.86 feet;
Thence, South 81 degrees 44 minutes 51 seconds East a distance of 66.35 feet;
Thence, North 75 degrees 29 minutes 54 seconds East a distance of 52.13 feet;
Thence, North 83 degrees 52 minutes 34 seconds East a distance of 48.67 feet;

Thence, North 72 degrees 33 minutes 59 seconds East a distance of 64.18 feet to an iron pin with cap set in the westerly right of way for Ashford Trace;
Thence with said right of way, South 17 degrees 26 minutes 01 seconds East a distance of 50.57 feet to an iron pin with cap (SEC) at the southwest corner of the terminus of the right of way for Ashford Trace;
Thence with said right of way terminus, North 72 degrees 33 minutes 59 seconds East a distance of 60.00 feet to the point of beginning, having an area of 17.358 acres, more or less, by survey of SEC, Inc. dated September 17, 2012, last revised September 20, 2012.

Tract 3:

Property known as Map 164, Parcel 275.00, described as follows:

A tract of land in the 32nd Councilmanic District of Metropolitan Nashville and Davidson County, Tennessee, bounded on the north by Evergreen Nashville Storage, LLC (Inst. # 00011484-0000675), on the east by the right of way for Murfreesboro Pike (US Hwy 70S), on the south by the right of way for Summercrest Boulevard and on the west by Autumn Glen Section 1 (Inst. # 00011571-0000943) and Mainstreet Homes, LLC (Inst. # 20010815-0088156). Property is more particularly described as follows:

Beginning at a set iron pin with cap (SEC) at the northeast corner of Mainstreet Homes, LLC, a point in the southerly line of Evergreen Nashville Storage, LLC;
Thence with the southerly line of Evergreen Nashville Storage LLC, N 50 degrees 23 minutes 11 seconds E, a distance of 180.13 feet to an iron pin with cap set (SEC) in the westerly right of way for Murfreesboro Pike;
Thence with said right of way, S 40 degrees 09 minutes 25 seconds E, a distance of 380.92 feet to an iron pin with cap set at the intersection of the right of way for Murfreesboro Pike and the right of way for Summercrest Boulevard;
Thence with the right of way for Summercrest Boulevard and a 30.00 foot radius curve to the right, a distance of 51.28 feet, a chord bearing and distance of S 08 degrees 48 minutes 32 seconds W, 45.26 feet to a set iron pin with cap (SEC);
Thence with the right of way for Summercrest Boulevard, S 57 degrees 46 minutes 29 seconds W, a distance of 187.25 feet to pk nail found with stamped washer (RLS 1941) at the northeast corner of Autumn Glen Section I;
Thence with the easterly lines of Autumn Glen Section I and Mainstreet Homes, LLC, N 31 degrees 57 minutes 22 seconds W, a distance of 180.54 feet to an iron pin with cap set (SEC);
thence continuing with the easterly line of Mainstreet Homes, LLC the following calls:
S 66 degrees 23 minutes 22 seconds E, a distance of 12.84 feet to an iron pin with cap set (SEC);
Thence N 29 degrees 32 minutes 45 seconds W, a distance of 34.20 feet to an iron pin set (SEC);
Thence N 39 degrees 37 minutes 08 seconds W, a distance of 185.73 feet to the point of beginning, containing 1.779 acres, more or less, according to a survey by SEC, Inc, dated September 17, 2012, last revised September 20, 2012.

All tracts being part of the same property conveyed to Summerfield Development, LLC, by deed of record in Book 11571, Page 943, Register's Office for Davidson County.