BILL GARRETT, Davidson County
Trans:T20130000848 DEEDTRS
Recvd: 01/03/13 15:20 4 pgs
Fees:23.00 Taxes:403.89
20130103-0001022

Prepared By and Returnable to:
Bone McAllester Norton PLLC (kjr)
511 Union Street, Suite 1600
Nashville City Center
Nashville, Tennessee 37219

Address New Owner(s):	Send Tax Bills To:	Map & Parcel Nos.:
Capital Bank, N.A. Attn: Special Assets P.O. Box 1120 Greenville, TN 37744-1120	New Owner	092-05-0-343.00

TRUSTEE'S DEED

WHEREAS, default was made in the terms, conditions, and payments provided for and made in a Deed of Trust dated February 29, 2008, executed by Mitchell T. Johnson, to Kenneth Clark Hood, Trustee, of record in Instrument No. 20080303-0020773, Register's Office for Davidson County, Tennessee; modified and amended by that certain Modification of Deed of Trust, of record in Instrument No. 20080915-0094094, said Register's Office; further modified and amended by that certain Modification of Deed of Trust, dated June 25, 2009, of record in Instrument No. 20090630-0060537, said Register's Office; further modified and amended by that certain Modification of Deed of Trust, dated October 20, 2010, of record in Instrument No. 20101027-0085959, said Register's Office; and further modified and amended by that certain Modification of Deed of Trust, dated October 21, 2011, of record in Instrument No. 20111109-0087512, Register's Office for Davidson County; and

WHEREAS, Capital Bank, N.A., successor by merger to GreenBank, a Tennessee chartered commercial bank, the owner and holder of the Indebtedness secured by said Deed of Trust replaced said Trustee by naming Sam J. McAllester III, David M. Anthony, C. Tucker Herndon, and Gregory G. Vick, as Substitute Trustees by an instrument of record in Instrument No. 20120904-0079423, Register's Office for Davidson County, Tennessee, and authorized any one of the Substitute Trustee's to act alone or by a Designated Agent with the powers given the Trustee in said Deed of Trust; and

WHEREAS, C. Tucker Herndon, in his capacity as Substitute Trustee and not Individually ("Substitute Trustee"), caused to be published a Foreclosure Sale Notice in accordance with the provisions of said Deed of Trust and applicable law, providing notice and advertising that said property would be sold at 1:15 o'clock p.m., prevailing time on Friday, September 28, 2012 on the steps of the Davidson County Courthouse, Public Square, Nashville, Davidson County, Tennessee, to be knocked off and sold to the highest, best, and last bidder for cash, pursuant to the terms and conditions of the Deed of Trust and the Foreclosure Sale Notice; and

WHEREAS, the foreclosure sale was continued to Friday, November 16, 2012 at 2:00 o'clock p.m. on the steps of the Davidson County Courthouse, Public Square, Nashville, Davidson County, Tennessee; and

WHEREAS, C. Tucker Herndon, Substitute Trustee personally appeared (or appeared by Designated Agent) and offered said property for sale at public outcry and the highest, best, and last bid received was the sum of One Hundred Nine Thousand One Hundred Fifty-nine and 00/100 Dollars ($109,159.00) by Capital Bank, N.A. (hereinafter referred to as the "Buyer") and said property was knocked off and sold to the Buyer.

NOW, THEREFORE, in consideration of the premises and sum of One Hundred Nine Thousand One Hundred Fifty-nine and 00/100 Dollars ($109,159.00) cash in hand paid by the Buyer, Substitute Trustee has this day bargained and sold and, by the premises, does transfer and convey to Buyer, its/their [heirs and representatives/successors and assigns] the title and interest that Substitute Trustee has the right to sell and convey under the Deed of Trust in a certain tract or parcel of land situated in Davidson County, Tennessee, and described as follows:

> Being the southerly 50 feet of the northerly 100 feet of the westerly par of Block 31, on the Resubdivision of Midway Plan, of record in Book 421, page 11, Register's Office for Davidson County, Tennessee, more particularly described as follows:
>
> Beginning at a point on the east margin of 33rd Avenue North at a point 50 feet south from the south margin of Albion Street, (formerly Eden Street), thence easterly and parallel to Albion Street, (formerly Eden Street), thence easterly and parallel to Albion Street and parallel to Albion Street 50 feet to the east margin of 33rd Avenue North; thence with the east margin of same northerly 50 feet to the point of beginning.

Being the same property conveyed to Mitch Johnson, from Giachery Lizarraga, Trustee, with full power to mortgage, sell, convey and encumber without joinder of any third party beneficiary, dated February 29, 2008, record March 3, 2008, of record in Instrument No. 200803030020772, Register's Office of Davidson County, Tennessee. Also acquired by instrument of record in Instrument No. 2008030300200773, said Register's Office.

The street address of the property is believed to be 942 33rd Avenue, Nashville, Davidson County, Tennessee, but such address is not part of the Legal Description of the property. In the event of any discrepancy, the Legal Description herein shall control. The Legal Description is drawn from recorded documents or provided by third parties, and the Substitute Trustee makes no warranty or representation regarding the accuracy of the Legal Description.

To have and to hold the said tract or parcel of land with the appurtenances, estate, title and interest thereto belonging to the Buyer, its successors and assigns, forever.

The Substitute Trustee covenants with the said Buyer that he is lawfully seized and possessed of said real property as Substitute Trustee only and, by the terms of the above-mentioned Deed of Trust, in his capacity as Substitute Trustee, has a good right to sell and

convey the same subject to all matters shown on any applicable recorded Plat or Plan; any unpaid taxes which exist as a lien against said property; any restrictive covenants, easements, or setback lines that may be applicable; any statutory rights of redemption not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal; and any Deeds of Trust, liens, claims, and encumbrances that may take priority over the Deed of Trust. This sale is also subject to any matter that inspection and/or an accurate survey of the premises might disclose.

The Substitute Trustee, and not Individually, further covenants and binds himself/his successors and assigns, to warrant and forever defend the title to said real estate to the Buyer, its successors and assigns, against the lawful claims of any person claiming by or through him as Substitute Trustee, but no further or otherwise, it being the intention of the Substitute Trustee to convey to Buyer no greater title in the subject real estate than he received as Substitute Trustee and that, as Substitute Trustee, he has the right to sell and convey.

THIS PROPERTY IS SOLD "AS IS," "WHERE IS" AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, THE PROPERTY IS SOLD WITHOUT ANY IMPLIED WARRANTIES OR MERCHANTABILITY, CONDITION, 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. Substitute Trustee sells and conveys the subject real property by this Trustee's Deed as Substitute Trustee only, and not individually.

WITNESS my hand this 16th day of November, 2012.

C. Tucker Herndon
Substitute Trustee, and not Individually

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public of this county, C. Tucker Herndon, Substitute Trustee and not Individually, the within named 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, at office this 16th day of November, 2012.

Kimberley J. Raymond
NOTARY PUBLIC

KIMBERLEY J. RAYMOND
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: 3-3-14

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $109,159.00.

AFFIANT

Subscribed and sworn before me on this 16th day of November, 2012.

NOTARY PUBLIC

My Commission Expires: 3-3-14

KIMBERLEY J. RAYMOND
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY