BILL GARRETT, Davidson County
Trans:T20130004999 DEEDTRS
Recvd: 01/17/13 14:57 3 pgs
Fees:18.00 Taxes:1591.00
20130117-0005929

This instrument prepared by:
Joseph J. Jensen
Stites & Harbison, PLLC
604 West Main Street
Franklin, Tennessee 37064
Tel: 615-782-2380

Address New Owner:	Send Tax Bills To:	Map-Parcel:
Community South Bank P.O. Box 310 Parsons, Tennessee 38363	Same	158-04-0-A-027.00

SUCCESSOR TRUSTEE'S DEED

This Successor Trustee's Deed is made and entered into on this the 19th day of December, 2012, by Joseph J. Jensen, Successor Trustee ("Successor Trustee").

WHEREAS, Harwant Kaur Grewal, Shamsher Singh Grewal and Gurraj S. Grewal (collectively "Grantor"), by that certain Open-End Deed of Trust dated June 13, 2007, recorded in Instrument 20070627-0076587, in the Office of the Register of Deeds for Davidson County, Tennessee (the "Deed of Trust"), conveyed to A. Neil Headden, 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 Community South Bank (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 Joseph J. Jensen to serve as Successor Trustee in place of A. Neil Headden in accordance with the terms of the Deed of Trust, by that instrument recorded in Instrument No. 20120718-0063315, 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 24, 2012, at 2:00 p.m. prevailing Central Time, outside the entrance of the Office of the Davidson County Register of Deeds, Bridgestone Arena, 501 Broadway, Nashville, Davidson County, Tennessee, such Notice of Successor Trustee's Sale appearing in said paper on October 1, 2012, October 8, 2012 and October 15, 2012; and

WHEREAS, the Successor Trustee further 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, on October 24, 2012, Harwant K. Grewal filed a bankruptcy petition in the United States Bankruptcy Court for the Middle District of Tennessee, assigned Case No. 3:12-bk-09730. Lender was granted relief from stay pursuant to an Agreed Order of Stay Relief and Abandonment (3

Morningside, Nashville, Davidson County, Tennessee) entered on November 27, 2012, and the case was dismissed on December 5, 2012. The Successor Trustee announced at the scheduled sale and sent notice to the interested parties that the sale was rescheduled until December 19, 2012, at 2:00 p.m.; and

WHEREAS, the Successor Trustee at the time, place and date specified in the rescheduled sale notice offered the Property for sale, and after opening the floor for competitive bids, sold the Property to Community South Bank, at the price of Four Hundred Thirty Thousand and No/100 Dollars ($430,000.00), 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 Four Hundred Thirty Thousand and No/100 Dollars ($430,000.00), to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto Community South Bank (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 Lot No. 123 on the Plan of Otter Wood, Section Two, Revised, of record in Book 6900, page 602, Register's Office of Davidson County, Tennessee.
>
> Said Lot No. 123 fronts 48.02 feet on the Northeasterly margin of Morningside and extends back 215.83 feet on the Westerly line and 370.59 feet on the Southeasterly line to a dead line in the rear measuring 397.47 feet thereon.
>
> Being the same property conveyed to Harwant Kaur Grewal and Shamsher Singh Grewal, equal tenants in common, by Warranty Deed dated August 22, 2003, from Thom L. Cooper and Rita C. Cooper, Trustees of The Cooper Family Trust dated April 1, 1994, of record in Instrument No. 20030915-0134686, 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 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 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, Frances L. Regan, 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 28th day of December, 2012.

Frances L. Regan
Notary Public

FRANCES L. REGAN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires JUNE 21, 2016

My commission expires: 6-21-2016

STATE OF TENNESSEE)
)
COUNTY OF Decatur)

The actual consideration or value, whichever is greater, for this transfer Four Hundred Thirty Thousand and No/100 Dollars ($430,000.00).

Gene Cotten
Gene Cotten, Executive Vice President

Subscribed and sworn to before me this the 19th day of December, 2012.

Janice Smart
Notary Public

JANICE SMART
STATE OF TENNESSEE NOTARY PUBLIC
DECATUR COUNTY

My commission expires: 1-27-16