BILL GARRETT, Davidson County
Trans:T20130012872 DEEDTRS
Recvd: 02/14/13 15:24 6 pgs
Fees:33.00 Taxes:3015.50
20130214-0015322

This Instrument Prepared By:
Laura F. Ketcham, Esq.
Husch Blackwell LLP
736 Georgia Avenue, Suite 300
Chattanooga, Tennessee 37402

After Recording Return to:
Precision Field Services LLC
1771 Highway 70, Suite 101
Kingston Springs, TN 37082

SUBSTITUTE TRUSTEE'S DEED

THIS INDENTURE is made and entered into as of this 8th day of February, 2013, by and between **LAURA F. KETCHAM, Substitute Trustee** ("Grantor"), and **PRECISION FIELD SERVICES LLC**, a Tennessee limited liability company ("Grantee");

WITNESSETH:

WHEREAS, on November 16, 2007, Dan E. Hale and Jimmy Donald Hale executed a Commercial Deed of Trust, recorded on November 21, 2007 as Instrument No. 20071121-0136501 in the Register's Office for Davidson County, Tennessee (the "Deed of Trust"), to Steve Lancaster, Trustee, for the benefit of SunTrust Bank, a Georgia banking corporation ("Lender"), which secures a Commercial Note dated November 16, 2007 (the "Note") payable to the order of Lender; and

WHEREAS, Lender, owner and holder of the Note and Deed of Trust, pursuant to the authority contained in said Deed of Trust, appointed Laura F. Ketcham as Substitute Trustee under said Deed of Trust, said appointment being recorded on January 11, 2013 as Instrument No. 20130111-0003681, in said Register's Office; and

WHEREAS, default having occurred in the performance of obligations secured to be performed by the Deed of Trust, and Lender having requested the undersigned to advertise and sell the property conveyed by said Deed of Trust and still subject to the lien thereof, and in accordance with the terms and provisions of the Deed of Trust; and

WHEREAS, in accordance with said request, said property was advertised for sale ("Notice of Sale") in *The Tennesseean*, a newspaper published in Davidson County, Tennessee once a week for three (3) consecutive weeks, such notices appearing on January 18, 2013, January 25, 2013 and February 1, 2013, giving the time, date, terms, place of sale and description of said property. A copy of the Notice of Sale with the Affidavit of Publication is attached hereto as Exhibit A; and

WHEREAS, at the time, being 10:00 a.m., on Thursday, February 7, 2013, and at the place, being at the Register of Deeds Office northwest entrance door, 6th & Broadway, Nashville, Tennessee 37203, said property was offered for sale at public auction to the highest bidder at the time and under the terms designated in the Notice of Sale and in accordance with all

of the terms and requirements of said Deed of Trust, and the aforesaid Notice of Sale, at which sale said property was struck off and sold to Grantee for the sum of Eight Hundred Fifteen Thousand and 00/100 Dollars ($815,000.00), that being the highest bid, and pursuant thereto this conveyance is now made of said property to Grantee; and

WHEREAS, Grantee has complied with the terms of the sale by paying into the hands of the undersigned the expenses of the sale, the balance of said purchase price being credited on the indebtedness secured by the Deed of Trust.

NOW, THEREFORE, for consideration as set forth and the payment by Grantee, of the amount of money paid, receipt of which is hereby acknowledged, the undersigned Grantor, as Substitute Trustee, does hereby grant, bargain, sell and convey to the said Grantee, its successors and assigns, in fee simple forever, the above mentioned and below described real property:

> Land in Davidson County, Tennessee, being the southerly parts of Lot Nos. 51 and 52 on the Plan of Hynes Addition to Nashville, as of record at Minute Book "B," Page 85, Chancery Court for said County, and described as follows:
>
> Said southerly parts of Lot Nos. 51 and 52 front together 140.00 feet on the northerly side of Hynes Street, and extends back between parallel lines with the westerly margin of 14th Avenue North (or Gay Street) and the easterly margin of an alley, a distance of 100.00 feet to a line.
>
> Being the same property conveyed to Jimmy Donald Hale and Dan E. Hale by Warranty Deed from C. Wayne Oakes, dated November 19, 2007, recorded on November 21, 2007 as Instrument No. 20071121-0136499 in the Register's Office for Davidson County, Tennessee.
>
> Property address: **1400 Hynes Street, Nashville, Tennessee**
>
> Map/Parcel No.: **09208032200**
>
> TOGETHER WITH (i) all buildings and improvements now or hereafter erected on the above-described property, (ii) all fixtures attached to the above-described property or any buildings or improvements situated thereon, and (iii) all estates, rights, tenements, hereditaments, privileges, rents, issues, profits, easements and appurtenances of any kind benefiting the above-described property, all means of access to and from the above-described property, whether public or private, and all water and mineral rights.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, in fee simple forever.

THE SALE IS SUBJECT TO any and all unpaid Davidson County real estate taxes and assessments; any restrictive covenants, easements, or setback lines that may be applicable; any statutory right of redemption of any governmental agency, state or federal; any prior liens or

encumbrances as well as any priority created by a fixture filing; and to any matter that an accurate survey of the premises might disclose.

THE UNDERSIGNED GRANTOR believes the title hereby conveyed to be good, but only warrants the same against the lawful claims of all persons claiming by, through and under a conveyance from the undersigned, as Substitute Trustee, under the provisions of the Deed of Trust, but not further or otherwise.

IN WITNESS WHEREOF, Grantor has hereunto set her hand as of the day and date first above written.

Laura F. Ketcham

LAURA F. KETCHAM
Substitute Trustee

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

Personally appeared before me, Serena L. Hill, a Notary Public in and for said State and County, Laura F. Ketcham, the within named Substitute Trustee, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that she as such Substitute Trustee, executed the within instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal at office this 8th day of February, 2013.

Serena L. Hill

NOTARY PUBLIC

My commission expires: 1-27-2015

SERENA L. HILL
STATE OF TENNESSEE NOTARY PUBLIC
HAMILTON COUNTY

Property Owner and Send Tax Bills to:

Precision Field Services LLC
1771 Highway 70, Suite 101
Kingston Springs, TN 37082

MAP & PARCEL NUMBER:

09208032200

CHD-611894-1

AFFIDAVIT OF CONSIDERATION

I hereby swear or affirm that, to the best of my knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $815,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

PRECISION FIELD SERVICES LLC

By: _____
Name: Amy L. Wood
Title: Authorized Agent / Attorney

Subscribed and sworn to before me this 12 day of February, 2013.

_____
NOTARY PUBLIC

My Commission Expires:
8/23/16

Jensi Parkhurst
State of Tennessee Notary Public
Davidson County
My Commission Expires August 23, 2016

0101621154

Affidavit of Publications

Newspaper: THE TENNESSEAN / DAVIDSON

State Of Tennessee

TEAR SHEET ATTACHED

Account Number: 509015

Advertiser: HUSCH BLACKWELL LLP

RE: Dan E. Hale

I, V Perry **Sales Assistant** for the

above mentioned newspaper, hereby certify that the attached

advertisement appeared in said newspaper on the following dates:

1/18/2013 1/25/2013 2/1/2013 V Perry

Subscribed and sworn to me this 1 day of February 2013

Lela Bates

NOTARY PUBLIC

LELA BATES
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 5/5/15

EXHIBIT

tabbies A

0101621154

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

WHEREAS, Dan E. Hale and Jimmy Donald Hale conveyed to Steve Lancaster, as Trustee, real property in Davidson County, Tennessee by a Commercial Deed of Trust dated November 16, 2007, recorded on November 21, 2007 as Instrument No. 20071121-0136501, Register's Office of Davidson County, Tennessee (the "Deed of Trust"), to secure payment and performance of the debt described in the Deed of Trust; and

WHEREAS, SunTrust Bank (the "Bank") is the owner and holder of the debt secured by and the beneficiary of the Deed of Trust; and

WHEREAS, the Bank, as such owner, holder and beneficiary, appointed Laura F. Ketcham of Husch Blackwell LLP as Substitute Trustee by Appointment of Substitute Trustee filed of record on January 11, 2013 as Instrument No. 20130111-0003681, in said Register's Office; and

WHEREAS, default has been made in the payment of the debt secured by the Deed of Trust and the Bank has declared the entire balance due and payable and has instructed the Substitute Trustee to foreclose the Deed of Trust in accordance

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with its terms.

NOW THEREFORE, the Substitute Trustee, on Thursday, February 7, 2013, commencing at 10:00 a.m. at the Register of Deeds Office, northwest entrance door, 6th & Broadway, Nashville, Tennessee 37203, will offer for sale and sell at public auction to the highest and best bidder for cash the property therein conveyed and described as follows:

Land in Davidson County, Tennessee, being the southerly parts of Lot Nos. 51 and 52 on the Plan of Hynes Addition to Nashville, as of record at Minute Book "B," Page 85, Chancery Court for said County, and described as follows:

Said southerly parts of Lot Nos. 51 and 52 front together 140.00 feet on the northerly side of Hynes Street, and extends back between parallel lines with the westerly margin of 14th Avenue North (or Gay Street) and the easterly margin of an alley, a distance of 100.00 feet to a line.

Being the same property conveyed to Jimmy Donald Hale and Dan E. Hale by Warranty Deed from C. Wayne Oakes, dated November 19, 2007, recorded on November 21, 2007 as Instrument No. 20071121-0136499 in the Register's Office for Davidson County, Tennessee.

Property address: 1400 Hynes Street, Nashville, Tennessee Map/Parcel No.: 09208032200

TOGETHER WITH (i) all buildings and improvements now or hereafter erected on the above-described property, (ii) all fixtures attached to the above-described property or any buildings or improvements situated thereon, and (iii) all estates, rights, tenements, hereditaments, privileges, rents, issues, profits, easements and appurtenances of any kind benefiting the above-described property, all means of access to and from the above-described property, whether public or private, and all water and mineral rights.

The sale shall be in bar of the equity or redemption and all rights of redemption contained in Tennessee Code Annotated Section 66-8-101 et seq., homestead, dower, elective share, rights of appraisement or valuation, and all other rights and exemptions of every kind, all of which are expressly waived in the Deed of Trust, but excluding any statutory right of redemption of a governmental agency, state or federal, that survives this sale as a matter of law. Title is believed to be good, but the undersigned will sell and convey only as Substitute Trustee.

The Deed of Trust is subject to the following: (a) unpaid taxes or assessments against the property; (b) recorded easements, restrictions, conditions, covenants, setback lines, rights-of-way or subdivision plats affecting the property; (c) dedication of roads affecting the property and applicable governmental zoning and subdivision ordinances and regulations; (d) prior or superior liens, judgments, deeds of trust or other interests of record; (e) matters that an accurate survey of the property might disclose; and (f) any tenants which may be in possession of the property, to the extent they have any rights to remain in possession of the property that survive foreclosure.

To the best of the Substitute Trustee's knowledge, information and belief, there are no Federal or State tax lien claimants upon the subject property which would require notice pursuant to the terms and provisions of T.C.A. § 35-5-104, T.C.A. § 50-7-404(i)(2)(B) or T.C.A. § 67-1-1433 or 26 U.S.C. § 7425.

THE PROPERTY IS TO BE SOLD WITHOUT COVENANTS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

Substitute Trustee, at her sole discretion, at the time and place appointed above for the sale, to accomplish the most advantageous sale and consequent discharge of her trust obligation under the circumstances, reserves the right to do any or all of the following:

(1) Postpone the sale of all or any portion of the property by public announcement at such time and place of sale, and from time to time thereafter

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postpone such sale by public announcement at the time fixed by the preceding postponement or subsequently noticed sale, and, without further notice, make such sale at the time and place fixed by the last postponement, or in her discretion, give a new notice of sale.

(2) Appoint an agent to sell the property in accordance with the power of sale contained in the Deed of Trust and to take other action which the Substitute Trustee may take thereunder.

(3) Elect to delay the sale for a reasonable time during regular business hours on the same day to be continued at the same place at the announced time in order to enable any bonafide bidder to determine and submit a bid, so long as no potential purchaser is thereby precluded from placing a bid.

(4) Elect to sell the property in any other manner as may accomplish the most advantageous sale and consequent discharge of her trust obligation under the circumstances.

The failure of the high bidder to close this sale shall be cause for rejection of the bid, and if the bid is rejected, the Substitute Trustee shall have the option of making the sale to the next highest bidder who is capable and willing to comply with the terms thereof. The proceeds of the sale will be applied as provided in the Deed of Trust.

CURRENT PROPERTY OWNER:
Jimmy Donald Hale and Dan E. Hale

OTHER LIEN HOLDERS OR HOLDERS OF INTEREST:
Pella Tennessee, Inc. d/b/a Pella Window and Door Company [possible lien holder or holder of interest]

Dated: January 14, 2013

Laura F. Ketcham, Substitute Trustee
Husch Blackwell LLP
736 Georgia Avenue, Suite 300
Chattanooga, TN 37402

Notice Published In:The Tennesseean, Nashville, Tennessee
Publication Dates: January 18, 2013, January 25, 2013 and February 1, 2013