BILL GARRETT, Davidson County
Trans:T20130046346 DEEDTRS
Recvd: 06/04/13 10:52 3 pgs
Fees:18.00 Taxes:834.22
20130604-0056225

THIS INSTRUMENT PREPARED BY
AND WHEN RECORDED RETURN TO:
Jason A. Strain
Baker, Donelson, Bearman,
Caldwell & Berkowitz
2000 First Tennessee Bldg.
MEMPHIS, TENNESSEE 38103

Address of New Owner:	**Send Tax Bills to:**	**Parcel No.:**
Community South Bank P.O. Box 310 Parsons, TN 38363	Community South Bank P.O. Box 310 Parsons, TN 38363	145-06-0-076.00

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by Deed of Trust, Assignment of Rents and Leases, Security Agreement and Financing Statement (as subsequently modified, the "Deed of Trust"), dated August 6, 2010, of record as Instrument Number 20120516-0042394 in the Office of the Register of Deeds of Davidson County, Tennessee (the "Register's Office"), as modified by that certain Modified Deed of Trust of record as Instrument Number 20120516-0042395 in said Register's Office, and corrected by that certain Scrivener's Affidavit of record as Instrument Number 20130412-0036293, Southern Hospitality Investments, Inc., a Tennessee corporation ("Borrower"), did convey in trust to Douglas S. Hale, as Trustee, a certain tract of land to secure payment of certain debts in the original aggregate principal sum of $8,502,747.29, comprised of one loan in the original principal sum of $6,186,141.21 and one loan in the original principal sum of $2,316,606.08 (collectively, the "Loans"), originally payable to BBC Holdings, Inc., a Tennessee corporation ("BBC"). Said Deed of Trust is incorporated herein by reference;

WHEREAS, pursuant to two (2) allonges, each dated August 17, 2010, BBC assigned the Loans to TLC, The Land Company, a Tennessee corporation ("TLC");

WHEREAS, pursuant to that certain Transfer, Assignment, and Assumption Agreement dated September 13, 2011, TLC assigned said Loans and all documents evidencing and/or securing the Loans, including said Deed of Trust, to Community South Bank;

WHEREAS, Community South Bank (the "Holder") is the true and lawful owner and holder of the debt aforesaid which is secured by the Deed of Trust (the "Debt");

WHEREAS, by Appointment of Substitute Trustee recorded on April 12, 2013, as Instrument Number 20130412-0036294 in said Register's Office, the Holder, exercising its authority as such owner and holder, appointed Jason A. Strain, as Substitute Trustee (hereinafter, the "Substitute Trustee") under the Deed of Trust, who is vested and empowered to serve with all rights, title, powers, and duties of the original trustee named in said Deed of Trust described above; and

WHEREAS, default has been made in the payment of Debt and obligations secured by said Deed of Trust, and the Holder, as the owner and holder of the Debt, has declared the entire balance due and payable and has instructed the undersigned Substitute Trustee to foreclose said Deed of Trust in accordance with its terms and provisions;

WHEREAS, the undersigned, as Substitute Trustee, did, in compliance with provisions of said Deed of Trust, advertise for sale the property to be conveyed by same, said advertisement for sale having been published in *The Tennessean*, a newspaper published in Nashville, Davidson County, Tennessee, in the issues of May 3, 2013, May 10, 2013, and May 17, 2013, of said newspaper, said sale having been advertised for Wednesday, May 29, 2013, at 12:00 noon at the main door of the Davidson County Courthouse located at 1 Public Square, Nashville, Tennessee, at which time and place the same was offered for sale and sold;

WHEREAS, said sale was made subject to prior liens and encumbrances of record, including liens of real estate taxes, and any applicable restrictions, building liens, and easements;

WHEREAS, Mortgagee has complied with the notice provisions of 26 U.S.C. § 7425(c) and Reg. §§ 301.7425-1 and T.C.A. § 67-1-1433(b)(2); and

WHEREAS, the highest and best bid for said property was then and there made by Community South Bank, in the amount of Two Hundred Twenty Five Thousand Four Hundred Sixty Six and 12/100 Dollars ($225,466.12) for said property, which bid was then and there accepted by Jason A. Strain, as Substitute Trustee.

NOW, THEREFORE, for the consideration named, and for and in consideration of the compliance with the terms of said bid, the undersigned, Jason A. Strain, as Substitute Trustee, has bargained and sold, and does by these presents bargain, sell and convey unto COMMUNITY SOUTH BANK (the "Grantee"), the property advertised and sold as hereinabove recited, and more particularly described and situated in the State of Tennessee, Davidson County, and is described as follows:

> Land in Davidson County, Tennessee, being Lot No. 13 on the Plan of Final Plat Tyne Estates of record in Instrument No. 20060913-0113525, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.
>
> Being a part of the same property conveyed to Borrower by Quit Claim Deed filed of record as Instrument Number 20100816-0064566 in said Register's Office.

Said property is commonly known as 1260 Saxon Drive, Forest Hill, Tennessee, and is also designated as tax parcel number 145-06-0-076.00, but such address or designation is not a part of the legal description of the property sold herein and in the event of any discrepancy, the legal description herein shall control.

TO HAVE AND TO HOLD, unto Grantee, its successors, heirs, and/or assigns, the same together with all hereditaments and appurtenances belonging or appertaining thereto, free from all rights of homestead, dower, equity of redemption and the statutory right of redemption in Tennessee Code Annotated §66-8-101, but each of these only to the extent that they have been waived in the Deed of Trust and further SUBJECT to the following:

1. Any unpaid taxes against the property; and

2. Any recorded easements, conditions, covenants, rights-of-way or subdivision plats affecting the property; and

3. Any dedication of roads affecting the property and any governmental zoning and subdivision ordinances or regulations in effect; and

4. Any prior or superior liens, judgment, deeds of trust or other interests of record.

The undersigned Grantor as Substitute Trustee believes the title hereby conveyed to be good except for prior liens of record, including without limitation those described hereinabove, and including any prior liens for taxes, and any applicable restrictions, building lines and easements, but warrants 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 above described Deed of Trust, AND NO FURTHER OR OTHERWISE.

IN WITNESS WHEREOF, the said Jason A. Strain, as Substitute Trustee, has hereunto set his hand as of this 29th day of May, 2013.

By: _____
Jason A. Strain, Substitute Trustee

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before the undersigned Notary Public in and for said State and County of duly commissioned and qualified, Jason A. Strain, Substitute Trustee, with whom I am personally acquainted, and who acknowledged that he executed the foregoing instrument for the purposes therein contained, of his own free act and deed.

WITNESS my hand, at office, as of the 29th day of May, 2013.

STACEY LOFT STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF SHELBY MY COMM. EXP. MAY 04, 2014

Notary Public
My Commission expires: 5-4-2014

STATE OF TENNESSEE
COUNTY OF SHELBY

I hereby swear or affirm that to the best of Affiant's knowledge, information and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater is $225,466.12, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

SUBSCRIBED AND SWORN to before me as of the 29th day of May, 2013.

(Notary Public)
My Commission Expires: 5-4-2014

STACEY LOFT STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF SHELBY MY COMM. EXP. MAY 04, 2014

PROPERTY ADDRESSES: 1260 Saxon Drive, Forest Hill, Tennessee

TAX PARCEL ID NO.: 145-06-0-076.00