BILL GARRETT, Davidson County
Trans:T20130078346 DEEDTRS
Recvd: 09/10/13 11:48 3 pgs
Fees:17.00 Taxes:0.00
20130910-0095494

Prepare by return to:
The Law Office of Jennifer McCoy
Jennifer McCoy, Esq.
533 Church Street, #126
Nashville, TN 37219

Address of New Owner:	**Send Tax Bills to:**	**Map and Parcel No:**
Cal-Tenn Financial, LLC 3823 Dickerson Rd. Nashville, TN 37207	Cal-Tenn Financial, LLC 3823 Dickerson Rd. Nashville, TN 37207	135080A84700CO

TRUSTEE'S DEED

This Trustee's Deed is made and entered into as of the10th day of September, 2013, by Tracy D. McMurtry, Cal-Tenn Financial, LLC, not individually, but as successor trustee ("Successor Trustee").

WHEREAS, Jermaine Bryant conveyed real property in Davidson County, Tennessee to Tracy D. McMurtry, as Trustee for Cal-Tenn Financial, By Deed of Trust dated February 1, 2013, recorded as Instrument No. ~~20130207-0084609~~ the Register's Office of Davidson County, Tennessee, (the "Deed of Trust") for the benefit of and,

WHEREAS, Cal-Tenn Financial, LLC ("Bank") is the owner and holder of the debts and obligations secured by the Deed of Trust; and,

WHEREAS, the Indebtedness became overdue and unpaid, and other conditions of default occurred, by reason of which the Bank declared the indebtedness and the Deed of Trust to be in default, and notice was given of such default to Grantor, but following such notice the default was not cured; and,

WHEREAS, Bank determined to sell the Property as provided in the Deed of Trust, and Trustee caused notice to be published in The (Nashville) Tennessean that on Friday, August 9, 2013, on or about 12:00 p.m. at the site of the property, the Property would be sold, such foreclosure notice appearing in said newspaper on July 6, 2013; and,

WHEREAS, Trustee appeared at the site of the property on August 9, 2013 on or about 12:00 p.m. and announced that the sale would be held at the site of the property on or about 12:00 p.m. and,

* 20130423-0040313

WHEREAS, Successor Trustee appeared at the site of the property on or about 12:00 p.m. and offered the property for sale, and after opening the floor for competitive bids, did not sell the Property, because no bids were issued.

NOW, THEREFORE, I, Tracy D. McMurtry, not individually but as Trustee as aforesaid, in consideration of the premises, $10.00, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by these presents does hereby convey unto Cal-Tenn Financial, LLC ("Grantee"), all right, title and interest in and to the following real property (the "Property"):

All of Unit No. 847, on the Plan of Nashboro Village Nineteen Condominiums, a Horizontal Property Regime, as shown by plat appearing of record in Plat Book 5200, Page 80. Of the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for more complete details of said unit.

ALSO KNOWN AS: 847 Long Hunter Court, Nashville, Tennessee 37217.

TO HAVE AND TO HOLD the Property, free of all statutory and other rights of redemption of Grantors as provided in, but only to the extent provided in, the Deed of Trust.

Grantee hereunder accepts title to the Property and all improvements thereon, if any, in an AS IS, WHERE IS condition, and without representation or warranty from Trustee and/or Bank as to any matter whatsoever. Without limiting the foregoing, the **Trustee disclaims all representations and warranties, express or implied, including warranties of merchantability or fitness for a particular use or purpose. Additionally 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 or similar federal and state legislation (collectively, "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 environmental laws, and potential flood hazards. By accepting this Trustee's Deed, Grantee agrees to indemnify and hold Trustee and Bank 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.

Said sale is subject to certain easements, restrictions, liens, taxes, etc., including, but not limited to the following to the extent applicable on the date hereof:

(1) Any and all unpaid real and personalty taxes, plus penalty and interest, if any. Such taxes will not be pro-rated or paid from the trust estate. Grantee assumes full liability for such taxes.

(2) Any mechanic's and materialmen's liens, filed or unfiled, which take priority over the Deeds of Trust upon which the foreclosure sale was held.

(3) Such easements, building lines, recorded plans and restrictions as may be applicable and which take priority over the Deed of Trust upon which the foreclosure was held.

(4) Any rights of redemption or otherwise held by the Internal Revenue Service or by the State of Tennessee.

(5) Rights or claims of parties in possession.

(6) Encroachments, overlaps, boundary line disputes or other matters which would be shown by an accurate survey or inspection of the Property.

(7) Any and all deeds of trust, fixture filings, liens of any kind or nature, and/or leases which take priority over the Deed of Trust upon which the foreclosure sale was held.

(8) Any and all other matters, including, without limitation, liens, easements, restrictions, claims, defects, encumbrances, adverse claims, and other matters which take priority over the Deed of Trust under which the foreclosure was held.

WITNESS the signature of the Trustee as of the day and date first above written.

Tracy D. McMurtry, not individually but as Trustee

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Tracy D. McMurtry, 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 Trustee, and that he as such Trustee being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his name, not individually but as Trustee.

Witness my hand and seal this 10 day of September, 2013.

Notary Public
My Commission expires: 5-8-17

STATE OF TENNESSEE
COUNTY OF DAVIDSON
The actual consideration or true value, whichever is greater for this transfer is
$ 0.00
, Affiant
Subscribed and sworn before me this the
_____Day of _____, 20___.
_____, Deputy Register

JESSICA J. SHORTT
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 05-08-2017