BILL GARRETT, Davidson County
Trans:T20130088542 DEEDTRS
Recvd: 10/14/13 13:43 4 pgs
Fees:23.00 Taxes:186.85
20131014-0107397

Prepared by:
David I. Komisar, Esq.
211 Printers Alley Building 4th Floor
Nashville, Tennessee 37212

Address of New Owner:
2685 North Mt. Juliet Road
Mt. Juliet Road
Mt. Juliet TN 37122

Send Tax Bills to:
SAME

Map and Parcel No:
08212014600

TRUSTEE'S DEED

This Trustee's Deed is made and entered into as of the 11th day of October, 2013, by David I. Komisar, not individually but as trustee ("Trustee").
WHEREAS, Mary J. Cosby conveyed real property in Davidson County, Tennessee to David I. Komisar,, as Trustee, by Deed of Trust dated January 2, 2009, recorded as Instrument No. 20111214-0097358 Register's Office of Davidson County, Tennessee, for the benefit of The Louis Komisar Trust ; and,

WHEREAS, The Louis Komisar Trust (the "Trust") 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 Trust 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, Trust directed Trustee to sell the Property as provided in the Deed of Trust, and Trustee caused notice to be published in *Nashville Scene* that on October 11,2013 commencing at 10:00 a.m. at the main entrance of the Davidson County Courthouse in Nashville, Tennessee, the Property would be sold, such foreclosure notice appearing in said newspaper on September 19, 2013; and,
WHEREAS, Trustee appeared at the main entrance of the Davidson County Courthouse in Nashville, Tennessee, on October 11, 2013 at 10:00 a.m. and offered the property for sale, and after opening the floor for competitive bids, sold the Property to The Twin Team, LLC for a bid of $50,500, this being the highest, last and best bid.

NOW, THEREFORE, **I, David I. Komisar**, 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 The Twin Team, LLC ("Grantee"), all right,title and interest in and to the following real property (the "Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

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 Trust as to any matter whatsoever. Without limiting the foregoing, **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 Trust 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 ttust 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.

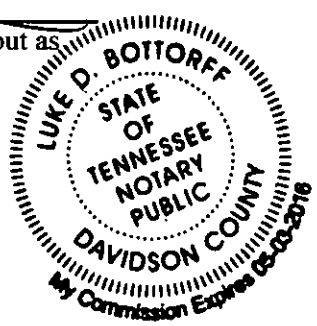
(7) Any and all deeds of trust, fixture filings, liens of any kind or nature, and/or leases which may take priority over the Deed of Trust upon which the foreclosure sale was held.

(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.

David I. Komisar, 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 David I. Komisar, 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 Successor Trustee.

Witness my hand and seal this11th day of October, 2013.

Notary Public
My Commission expires: 5/3/16

STATEOF TENNESSEE----------
COUNTYOF DAVIDSON_____

The actual consideration or value, whichever is greater, for this transfer is $ $50,500.

Affiant

Subscribed and sworn to before me
This 11th day of October, 2013.

Notary Public, My Commission Expires: 5/3/16

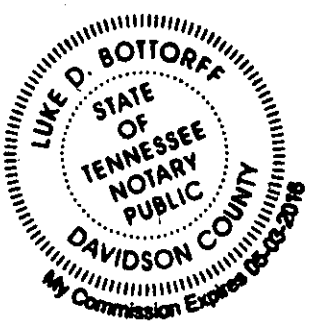


EXHIBIT "A"
Legal Description

Land in Davidson County, Tennessee, being Lot No. 78 on the Plan of Neil S. Brown Addition to Edgefield as of record in Book 57, page 50, R.O.D.C., TN.
Said Lot #78 fronts 50 feet on the westerly side of Little Street, now Myrtle Street, and runs back between parallel lines 170 feet to an alley.
Being the same property conveyed to Herschel L. Cosby and wife, Mary J. Cosby of record in Deed Book 5008, page 938 R.O.D.C., TN. Subject to any governmental zoning and subdivision ordinances or regulations in effect thereon.