Prepared by and after recording return to:
Jaime L. DeRensis, Esq.
Baker, Donelson Bearman, Caldwell & Berkowitz, PC
211 Commerce Street, Suite 800
Nashville, Tennessee 37201

BILL GARRETT, Davidson County
Trans:T20140001415 DEEDTRS
Recvd: 01/07/14 15:53 4 pgs
Fees:23.00 Taxes:3108.00
20140107-0001851

Address of New Owner:	Send Tax Bills to:	Map & Parcel No.:
Blue Belle Holdings, LLC c/o Sabal Financial Group, L.P. 4675 MacArthur Court, 15th Floor Newport Beach, California 92660	Blue Belle Holdings, LLC c/o Sabal Financial Group, L.P. 4675 MacArthur Court, 15th Floor Newport Beach, California 92660	130 13 0A 007.00

TRUSTEE'S DEED

This Trustee's Deed is made and entered into as of the 7th day of January, 2014, by Jaime L. DeRensis, not individually, but as successor trustee ("Successor Trustee").

WHEREAS, by Builder Construction Deed of Trust, Assignment of Rents and Security Agreement (the "Deed of Trust") dated as of May 12, 2006, D. L. Smith Construction, Inc., a Tennessee Corporation ("Borrower"), conveyed in trust to Saturn and Mazer Title Services, Inc., as Trustee, certain real property to secure payment of a debt in the original principal amount of $1,160,000.00, payable to AmSouth Bank, recorded as Instrument No. 20060523-0060541 in the Register of Deeds of Davidson County, Tennessee (the "Register's Office"), the same being incorporated herein by reference; and,

WHEREAS, RBRE Loan Portfolio, LLC ("Lender"), is the true and lawful owner and holder of the debt aforesaid which is secured by the Deed of Trust pursuant to that certain Assignment of Builder Construction Deed of Trust, Assignment of Rents and Security Agreement of record as Instrument No. 20120525-0045303 in the Register's Office. Said Assignments are incorporated herein by reference; and,

WHEREAS, the indebtedness secured by the Deed of Trust 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 Borrower, but following such notice, the default was not cured; and,

WHEREAS, by instrument recorded as Instrument No. 20131017-0108801 in said Register's Office, Lender, as such owner, holder and beneficiary, appointed Jaime L. DeRensis as Successor Trustee who was authorized to act in the place and stead of the Trustee; and,

WHEREAS, Lender directed Successor Trustee to sell the Property as provided in the Deed of Trust, and Successor Trustee caused notice to be published in *The Tennessean* that the Property would be sold on January 7, 2014, at 12:00 noon Central Time at the Davidson County Courthouse located in Nashville, Tennessee, such foreclosure notice appearing in said newspaper in the editions of December 13, 2013; December 20, 2013; and December 27, 2013; and,

WHEREAS, Jaime L. DeRensis, as Successor Trustee, appeared at the above referenced Courthouse in Nashville, Tennessee, on January 7, 2014, at 12:00 noon Central Time, and offered the Property for sale, and after opening the floor for competitive bids, the highest and best bid was made by RBRE Loan Portfolio, LLC, in the amount of $840,000.00, which winning bid was accepted by the Successor Trustee and then such bid and the right to accept conveyance of the Property was assigned to Blue Belle Holdings, LLC for good and sufficient consideration whereupon the Property was sold to Blue Belle Holdings, LLC, for said amount.

NOW, THEREFORE, I, Jaime L. DeRensis, not individually but as Successor 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 do hereby convey unto Blue Belle Holdings, LLC, its successors and assigns ("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 Borrowers 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 Successor Trustee and/or Lender as to any matter whatsoever. Without limiting the foregoing, **Substitute Trustee disclaims all representations and warranties, express or implied, including warranties 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 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 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.

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:

a. 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;

b. Any mechanic's and materialmen's liens, filed or unfiled, which take priority over the Deed of Trust upon which the foreclosure sale was held;

c. 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;

d. Any rights of redemption or otherwise held by the Internal Revenue Service or by the State of Tennessee;

e. Rights or claims of parties in possession;

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

g. 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; and

h. 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 Successor Trustee as of the day and date first above written.

Jaime L. DeRensis, not individually but as
Successor Trustee

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Jaime L. DeRensis, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the Successor Trustee, and that she as such Successor Trustee being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing her name, not individually but as Successor Trustee.

Witness my hand and seal this 7th day of January, 2014.

HEATHER ROCK
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

Notary Public

My commission expires: My Commission Expires NOV. 5, 2014

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $840,000.00.

Affiant

Subscribed and sworn to before me this 7th day of January, 2014.

HEATHER ROCK
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

Notary Public

My commission expires: My Commission Expires NOV. 5, 2014

EXHIBIT "A"

LEGAL DESCRIPTION

Being Lot No. 7 on the Plan of Jardin de Belle Subdivision, a Planned Unit Development, of record in Instrument No. 20050822-0099470, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate description.

Being the same property conveyed to Borrower by Warranty Deed of record in Instrument No. 20060523-0060540, Register's Office for Davidson County, Tennessee.