BILL GARRETT, Davidson County
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20140109-0002567

This instrument prepared by:
Prochaska Thompson Quinn
& Ferraro, P.C.(JRP)
401 Church Street, Suite 2600
Nashville, TN 37219

Address New Owner:	Send Tax Bills To:	Map-Parcel Numbers:
MSCI 2007-IQ16 CLARKSVILLE RETAIL, LLC c/o LNR Partners, LLC 1601 Washington Avenue, Suite 700 Miami Beach, FL 33139	**MSCI 2007-IQ16 CLARKSVILLE RETAIL, LLC c/o LNR Partners, LLC 1601 Washington Avenue, Suite 700 Miami Beach, FL 33139**	**069-227.00** **Property Address:** **3940 Clarksville Pike Nashville, Tennessee**

SUCCESSOR TRUSTEE'S DEED

This instrument is made and entered into as of December 19, 2013 by and between Joseph R. Prochaska, Successor Trustee (hereinafter referred to as "Successor Trustee") and MSCI 2007-IQ16 CLARKSVILLE RETAIL, LLC, a Delaware limited liability company.

WHEREAS, by Deed of Trust and Security Agreement made as of June 14, 2007, of record as Instrument No. 20070618-0072829 in the Office of the Register of Deeds of Davidson County, Tennessee (the "Deed of Trust"), Creekside Shops, LLC, a Tennessee limited liability company ("Borrower"), conveyed to C. Mark Carver, as Trustee, the hereinafter described real estate to secure payment to Morgan Stanley Mortgage Capital Inc., a New York corporation ("Original Lender"), of a Promissory Note dated June 14, 2007 ("Note") payable by Borrower to the order of Original Lender in the original principal amount of One Million Nine Hundred Ten Thousand and 00/100 Dollars ($1,910,000.00); and

WHEREAS, the lawful holder of the Note, MSCI 2007-IQ16 CLARKSVILLE RETAIL, LLC, a Delaware limited liability company ("Lender") appointed Joseph R. Prochaska to serve as Successor Trustee in accordance with the terms of said Deed of Trust by an instrument of record as Instrument No. 20130821-0088204 in the Office of the Register of Deeds of Davidson

County, Tennessee; and

WHEREAS, the indebtedness secured by said Deed of Trust became overdue and unpaid, and other conditions of default occurred, by reason of which the lawful owner and holder of the indebtedness secured by said Deed of Trust declared the Deed of Trust and Note to be in default and notice of such default was properly given; and

WHEREAS, the lawful holder of the Note secured by the Deed of Trust directed the Successor Trustee to sell the property, real and personal, held as security under the Deed of Trust as provided therein (the "Property"), and the Successor Trustee caused notice to be published in the *Nashville Scene* that the Property would be sold at 10:00 a.m. on Thursday, December 19, 2013, at the front door of the Davidson County Courthouse, Nashville, Davidson County, Tennessee, such advertisement appearing in said paper on November 28, December 5, and December 12, 2013, and sent a copy of such notice to Borrower and following such notice the default was not cured; and

WHEREAS, the real property described herein is conveyed subject to the rights of the United States to redeem the land as provided for in 26 U.S.C. § 7425(d)(1) and/or is subject to the right of this state to redeem the real property as provided for in T.C.A. § 67-1-1433(c)(1); and

WHEREAS, the Successor Trustee at the time, place and date specified in said notice caused the Property and all improvements, fixtures, and structures thereon to be offered for sale, and after opening the floor for competitive bids, sold said Property to MSCI 2007-IQ16 CLARKSVILLE RETAIL, LLC, a Delaware limited liability company, at the price of Five Hundred Thirty-Seven Thousand Five Hundred and No/100 Dollars ($537,500.00) this being the highest, last and best bid;

NOW, THEREFORE, I, Joseph R. Prochaska, Successor Trustee as aforesaid, in consideration of the premises and the sum of Five Hundred Thirty-Seven Thousand Five Hundred and No/100 Dollars ($537,500.00) credited by against the Note, by these presents do

transfer and convey to MSCI 2007-IQ16 CLARKSVILLE RETAIL, LLC, a Delaware limited liability company, its successors and assigns, all of my right, title and interest, as Successor Trustee, in and to the Property including, without limitation, the following described real property and improvements located thereon, but no further or otherwise, located in Davidson County, Tennessee, and more particularly described as follows, to-wit:

All that certain tract or parcel of land lying and being in the 2nd Councelmanic District, 1st Civil District, City of Nashville, County of Davidson, State of Tennessee and being Lot No. 2 depicted on that certain Plan of Northside Station, Clarksville Highway recorded in Plat Book 8250, Page 873 in the Register's Office of Davidson County, Tennessee; which plat is incorporated herein by this reference.

TOGETHER WITH those easements rights arising under that certain Declaration of Reciprocal Easements and Restrictions by Kroger Limited Partnership I, an Ohio limited partnership, dated February 10, 1998, filed for record February 13, 1998 at 3:21 p.m., recorded in Book 10795, Page 158, aforesaid Register's Office; as amended by that certain First Amendment to Declaration of Reciprocal Easements and Restrictions by Kroger Limited Partnership I, an Ohio limited partnership and Creekside Shops, LLC, a Tennessee limited liability company, dated May 18, 1999, filed for record May 19, 1999 at 10:06 a.m., recorded in Book 11484, Page 568, aforesaid Register's Office.

ALSO TOGETHER WITH those easements rights arising under that certain Reciprocal Easement Agreement by and between the Kroger Co., an Ohio corporation and Austell Associates, a Georgia joint venture, dated June 15, 1994, filed for record June 15, 1994 at 3:16 p.m., recorded in Book 9379, Page 266, aforesaid Register's Office; as amended by that certain First Amendment to Reciprocal Easement Agreement by and between Kroger Limited Partnership I, an Ohio limited partnership and Austell Associates, a Georgia joint venture, dated May 18, 1999, filed for record May 19, 1999 at 10:05 a.m., recorded in Book 11484, Page 548, aforesaid Register's Office; as further amended by that certain Second Amendment to

Reciprocal Easement Agreement by and between Kroger Limited Partnership I, an Ohio limited partnership and Austell Associates, a Georgia joint venture, dated December 13, 1999, filed for record January 24, 2000 at 3:29 p.m., recorded as Instrument No. 200001240007918, aforesaid Register's Office.

ALSO TOGETHER WITH those easements rights arising under that certain Reciprocal Access and Restrictions Agreement by and between Kroger Limited Partnership I, an Ohio limited partnership, Creekside Shops, LLC, a Tennessee limited liability company and Metropolitan Government of Nashville and Davidson County, Tennessee, dated May 18, 1999, filed for record May 19, 1999 at 10:06 a.m., recorded in Book 11484, Page 587, aforesaid Register's Office.

This being the same property as conveyed by that certain Special Warranty Deed from Kroger Limited Partnership I, an Ohio limited partnership to Creekside Shops, LLC, a Tennessee limited liability company dated February 10, 1998, filed for record February 13, 1998 at 3:22 p.m., recorded in Book 10795, Page 174 in the Register of the Deeds for Davidson County, Tennessee.

Tax Parcel No. 69/227

Property address: 3940 Clarksville Pike, Nashville, Tennessee

The real property is conveyed together with any and all other property, real and personal, which constitutes the Property as that term is defined in the Deed of Trust, but specifically excluding any cash, accounts, deposits, escrows, refunds reserves, impounds and other cash or cash equivalents.

TO HAVE AND TO HOLD the aforesaid real property, together with all improvements thereof, in bar of the equity of redemption, statutory right of redemption, homestead, and exemption rights, as provided in, but only to the extent provided in, said Deed of Trust.

Said sale is subject to such liens, defects, encumbrances, adverse claims or other matters which take priority over the Deed of Trust under which said foreclosure was held or

which affect the land herein conveyed.

WITNESS the signature of the Successor Trustee on this the day and date first above written.

Joseph R. Prochaska
Successor Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Todd Hancock, a Notary Public of said County and State, Joseph R. Prochaska, 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 Successor Trustee, and that he as such Successor Trustee being authorized to do so executed the within instrument for the purposes contained therein by signing his name as Successor Trustee.

Witness my hand at office, this 9th day of January, 2014.

Notary Public

TODD H. HANCOCK STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires 03-03-2014

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $537,500.00.

Affiant

Sworn to and Subscribed
before me this the 9th
day of January, 2014.

Notary Public

TODD H. HANCOCK STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires 03-03-2014