BILL GARRETT, Davidson County
Trans:T20140015797 DEEDTRS
Recvd: 03/07/14 14:00 5 pgs
Fees:28.00 Taxes:462.50
20140307-0019462

Prepared by and return to:
Baker Donelson
Attn.: Richard B. Gossett
633Chestnut Street, Suite 1800
Chattanooga, Tennessee 37450

Address of New Owner:	Send Tax Bills to:	Map and Parcel No.:
First Tennessee Bank National Association 800 South Gay Street, 6th Floor Knoxville, Tennessee 37929	First Tennessee Bank National Association 800 South Gay Street, 6th Floor Knoxville, Tennessee 37929	09400004900 09400005000

TRUSTEE'S DEED

This Trustee's Deed is made and entered into as of the 7th day of March, 2014, by Richard B. Gossett, not individually but as successor trustee.

WHEREAS, Braun Properties General Partnership, a Tennessee general partnership ("Borrower" or "Grantor") conveyed to B. Anthony Saunders, as Trustee, real property in Davidson County, Tennessee, by Deed of Trust, Assignment of Rents and Leases, Security Agreement and Financing Statement dated January 31, 2008, recorded February 22, 2008 as Instrument Number 20080222-0017700 in the Register's Office of Davidson County, Tennessee, which was modified by Agreement Modifying Loans and Loan Documents dated January 28, 2010, recorded February 2, 2010 as Instrument Number 20100202-0008171, by Second Agreement Modifying Loans and Loan Documents dated December 31, 2010, recorded February 22, 2011 as Instrument Number 20110222-0014312, Second Forbearance and Modification Agreement dated August 15, 2012, recorded August 28, 2012 as Instrument Number 20120828-0077470, and Third Forbearance and Modification Agreement dated December 10, 2012, recorded December 12, 2012 as Instrument Number 20121212-0114432 in said Register's Office (collectively, the "Deed of Trust") to secure payment and performance of the debt described therein for the benefit of First Tennessee Bank National Association ("Bank"); and,

WHEREAS, Bank is the owner and holder of the debt secured by and beneficiary of the Deed of Trust; and,

WHEREAS, the debt described in the Deed of Trust (the "Indebtedness") became overdue and unpaid, and other conditions of default occurred, by reason of which 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, by instrument recorded as Instrument Number 20131009-0106098 in said Register's Office, Bank, as such owner, holder and beneficiary, appointed Richard B. Gossett as Substitute Trustee ("Successor Trustee") to act in the place and stead of the Trustee named in the Deed of Trust; and,

WHEREAS, Bank 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 March 7, 2014, at 11:00 a.m., Central Standard Time, at the main entrance of the Davidson County Courthouse in Nashville, Tennessee, such foreclosure notice appearing in said newspaper on February 14, February 21, and February 28, 2014; and,

WHEREAS, Successor Trustee or a representative of him appeared at the main entrance of the Davidson County Courthouse in Nashville, Tennessee on March 7, 2014 at 11:00 a.m. and offered the Property for sale, and after opening the floor for competitive bids, sold the Property to First Tennessee Bank National Association for a bid of $125,000.00, this being the highest, last and best bid.

NOW, THEREFORE, I, Richard B. Gossett, 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 First Tennessee Bank National Association, 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 Grantor 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 Bank 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 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.

This conveyance is subject to certain easements, restrictions, liens, taxes, etc., including but not limited to the following to the extent applicable:

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

(2) Mechanic's and materialmen's liens, filed or unfiled, that take priority over the Deed of Trust.

(3) Easements, building lines, recorded plans and restrictions that take priority over the Deed of Trust.

(4) Rights of redemption 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) Deeds of trust, fixture filings, liens of any kind or nature, and/or leases that take priority over the Deed of Trust.

(8) All other matters, including, without limitation, liens, easements, restrictions, claims, defects, encumbrances, adverse claims and other matters that take priority over the Deed of Trust.

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

Richard B. Gossett, not individually but as
Successor Trustee

STATE OF TENNESSEE
COUNTY OF HAMILTON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Richard B. Gossett, 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 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 this 7th day of March, 2014.

Sharon Simmons
State of Tennessee Notary Public
Hamilton County

Notary Public
My Commission expires: 10-21-2014

C SLS 689404 v 1
2100000-B09605

STATE OF TENNESSEE
COUNTY OF HAMILTON

The actual consideration or value, whichever is greater, for this transfer is $125,000.00.

Affiant

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

Notary Public, My Commission Expires: 10-21-2014



C SLS 689404 v 1
2100000-B09605

EXHIBIT "A"

Legal Description

A certain tract or parcel of land in Davidson County, Tennessee, described as follows, to wit: Land in the 34th District, formerly the 15th Civil District, of Davidson County, Tennessee, being Lot No. 8 on the Plan of Gilbert Logue's Tract, not of record, and described by survey of J. Bruce Rainey, TN Reg. No. 823 dated October 20, 2000 as follows: Beginning at an iron pin located in the southerly line of Clover Nook Subdivision of record in Plat Book 2900, page 51, Register's Office for Davidson County, Tennessee, and being the northwest corner of said Lot 8 and the northeast corner of the property conveyed to Bradley W. Whitfield by instrument of record in Book 10262, page 762, Register's Office for Davidson County, Tennessee, and thence (clockwise) and in the southerly line of Clover Nook Subdivision South 83 degrees 54 minutes 51 seconds East 484.07 feet to a new iron pin in the southerly line of Clover Nook Subdivision at the northwest corner of the property conveyed to E. M. Davidson, *et ux*, by an instrument of record in Book 2341, page 267, Register's Office for Davidson County, Tennessee; thence leaving said southerly line of Clover Nook Subdivision and with Davidson's westerly line, South 04 degrees 55 minutes 52 seconds West 343.45 feet to an old iron pin at the common southeast corner of Lot 8 and the northeast corner of the property conveyed to Charles A. White by instrument of record in Book 8086, page 209, Register's Office for Davidson County, Tennessee; thence with White's northerly line, North 84 degrees 48 minutes 47 seconds (West) 486.83 feet to an old iron pin in Whitfield's easterly line and being the northwesterly corner of the White tract and the southeasterly corner of Lot 8; thence with Whitfield's easterly line North 05 degrees 23 minutes 51 seconds East 351.05 feet to the point of beginning and containing 3.87 acres, more or less, together with a 40-foot roadway easement from the southerly line of Lot 8 to the northerly right of way line of Lebanon Pike, as shown on the aforesaid survey by J. Bruce Rainey and as shown on the survey by Z. D. Wilkinson dated July 1, 1947.

Being the same property conveyed to Braun Properties General Partnership by deed recorded as Instrument Number 20050303-0023596, Register's Office for Davidson County, Tennessee.