BILL GARRETT, Davidson County
Trans:T20140037460 DEEDTRS
Recvd: 05/29/14 11:28 5 pgs
Fees:28.00 Taxes:6660.00
20140529-0046168

Prepared By and Returnable to:
Bone McAllester Norton PLLC (kjr)
511 Union Street, Suite 1600
Nashville City Center
Nashville, Tennessee 37219

Address New Owner(s):	**Send Tax Bills To:**	**Map & Parcel Nos.:**
100 and 122 Franklin Road Partners **2002 Richard Jones Road, Suite-200** **Nashville, TN 37215**	**New Owner**	**171-00-0-002.00**

TRUSTEE'S DEED

WHEREAS, default was made in the terms, conditions, and payments provided for and made in a Deed of Trust dated August 27, 2007, executed by Investors Towne Center Partners I, L.P., to Jack F. Stringham II, Trustee, of record in Book 4462, page 133, Register's Office for Williamson County, Tennessee, and also of record in Instrument No. 20070905-0106486, Register's Office for Davidson County, Tennessee; and

WHEREAS, Jack F. Stringham II, in his capacity as Trustee and not Individually ("Trustee"), caused to be published a Foreclosure Sale Notice in accordance with the provisions of said Deed of Trust and applicable law, providing notice and advertising that the Davidson County property would be sold at 10:00 o'clock a.m., prevailing time on Wednesday, May 7, 2014 on the steps of the Davidson County Courthouse, Public Square, Nashville, Davidson County, Tennessee, with the sale to be adjourned to 11:30 a.m. to the steps of the Williamson County Judicial Center, 135 4th Avenue South, Franklin, Williamson County, Tennessee at which time all parcels described in the Deed of Trust would be knocked off and sold to the highest, best, and last bidder for cash, pursuant to the terms and conditions of the Deed of Trust and the Foreclosure Sale Notice; and

WHEREAS, Trustee personally appeared (or appeared by Designated Agent) and offered the real property described in the Foreclosure Sale Notice and Deed of Trust as Parcels E & F for sale at public outcry and the highest, best, and last bid received for Parcels E & F was the sum of $1,800,000.00 by PBI Bank, Inc. which bid was assigned to 100 and 122 Franklin Road Partners, a Tennessee general partnership, (hereinafter referred to as the "Buyer") and said property was knocked off and sold to the Buyer.

NOW, THEREFORE, in consideration of the premises and sum of One Million Eight Hundred Thousand and No/100 Dollars ($1,800,000.00) cash in hand paid by the Buyer, Trustee has this day bargained and sold and, by the premises, does transfer and convey to Buyer, its successors and assigns, the title and interest that Trustee has the right to sell and convey under the Deed of Trust in a certain tract or parcel of land situated in Davidson County, Tennessee, and described as follows:

Parcel E: (Map/Parcel 171-00-0-002.00) – 100 Franklin Pike, Brentwood, TN

Being a parcel of land lying in the Thirty-First Councilman District of Nashville, Davidson County, Tennessee. Said parcel is located in the southeast quadrant of the intersection of Old Hickory Boulevard and Franklin Pike and being more particularly described as follows:

Beginning at a point in the easterly margin of Franklin Pike approximately 358 feet south of Old Hickory Boulevard at the northwest corner of Kimbro Oil Company of record in Deed Book 1450, page 804 shown as Lot 1, Wilkins & Campbell Subdivision of record in Plat Book 7900, page 201, R.O.D.C. and being the southwest corner of the herein described property;

Thence, with the easterly margin of said Franklin Pike, N 25 degrees 31 minutes 30 seconds E a distance of 69.64' to a point;

Thence, continuing with said margin, with a curve turning to the left with an arc length of 289.15', with a radius of 1475.39', with a chord bearing of N 20 degrees 00 minutes 56 seconds E, with a chord length of 288.69' to a point in the southerly margin of Old Hickory Boulevard;

Thence, with said margin, N 72 degrees 15 minutes 35 seconds E a distance of 11.17' to a point in the westerly margin of the CSX Transportation Rail Road;

Thence, with the westerly margin of said CSX, S 02 degrees 09 minutes 35 seconds W, a distance of 222.86' to a point;

Thence, continuing with said margin, S 02 degrees 47 minutes 27 seconds E, a distance of 150.00' to a P.K. nail at the northerly corner of said Kimbro Oil Company;

Thence, with said Kimbro Oil Company the next three calls: S 80 degrees 02 minutes 33 seconds W, a distance of 67.44' to a point;

Thence, N 48 degrees 46 minutes 27 seconds W, a distance of 34.59' to an iron pin;

Thence, N 62 Degrees 30 minutes 34 seconds W, a distance of 51.76' to the Point of Beginning and containing 25,333 square feet or 0.58 acres more or less.

Being the same property conveyed to Investors Towne Center Partners I, L.P., a Tennessee limited partnership, by Special Warranty Deed of record in Instrument no. 20060316-0030187, as re-recorded in Instrument No. 20060316-0030771; and by Quitclaim Deed of record in Instrument No. 20060316-0030188, Register's Office for Davidson County, Tennessee.

Parcel F

Certain unimproved land located in Brentwood, Davidson County, Tennessee, as shown as Parcel F in the Exhibit A Legal Description of the Deed of Trust of record in Instrument No. 20070905-0106486, Register's Office for Davidson County, Tennessee, and further described as follows:

An irregular parcel of land lying west of the centerline of the main track of CSX Transportation, Inc. and north of an 1186 feet from MP 196, varying in width on the south, being 307.5 feet in length containing 0.21 acres.

Being the same property leased to Investors Towne Center Partners I, L.P., a Tennessee limited partnership, by unrecorded Land Lease dated October 22, 1994 by and between CSX Transportation, Inc., a Virginia corporation as Lessor and William R. Rackley as Lessee and as evidenced by instrument of record in Instrument No. 200603160030190, as re-recorded in Instrument No. 20060331-0037077, Register's Office for Davidson County, Tennessee.

The street address of Parcel E & F is believed to be 100 Franklin Pike, Brentwood, Davidson County, Tennessee, but such address is not part of the legal description of the property. In the event of any discrepancy, the legal description herein shall control.

The Legal Description is drawn from recorded documents or has been provided by third parties, and the Trustee makes no warranty or representation regarding the accuracy of the Legal Description.

To have and to hold the said tract or parcel of land with the appurtenances, estate, title and interest thereto belonging to the Buyer, its successors and assigns, forever.

The Trustee covenants with the said Buyer that he is lawfully seized and possessed of said real property as Trustee only and, by the terms of the above-mentioned Deed of Trust, in his capacity as Trustee, has a good right to sell and convey the same subject to all matters shown on any applicable recorded Plat or Plan; any unpaid taxes which exist as a lien against said property; any restrictive covenants, easements, or setback lines that may be applicable; any statutory rights of redemption not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal; and any Deeds of Trust, liens, claims, and encumbrances that may take priority over the Deed of Trust. This sale is also subject to any matter that inspection and/or an accurate survey of the premises might disclose.

The Trustee, and not Individually, further covenants and binds himself/his successors and assigns, to warrant and forever defend the title to said real estate to the Buyer, its successors and assigns, against the lawful claims of any person claiming by or through him as Trustee, but no further or otherwise, it being the intention of the Trustee to convey to Buyer no

greater title in the subject real estate than he received as Trustee and that, as Trustee, he has the right to sell and convey.

THIS PROPERTY IS SOLD "AS IS," "WHERE IS" AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, THE PROPERTY IS SOLD WITHOUT ANY IMPLIED WARRANTIES OR MERCHANTABILITY, CONDITION, OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

Trustee makes no covenant of seisin, marketability of title, or warranty of title, express or implied. Trustee sells and conveys the subject real property by this Trustee's Deed as Trustee only, and not individually.

WITNESS my hand this 28th day of May, 2014.

Jack F. Stringham II, Trustee, and not Individually

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public of this county, Jack F. Stringham II, Trustee and not Individually, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office this 28th day of May, 2014.

NOTARY PUBLIC

My Commission Expires: 9-11-17

KIMBERLEY J. RAYMOND
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $1,800,000.00.

AFFIANT

Subscribed and sworn before me on this 28 day of May, 2014.

NOTARY PUBLIC

My Commission Expires: 9-9-2014

SUE ARNETT
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires SEPT 9, 2014