BILL GARRETT, Davidson County
Trans:T20140048524 DEEDTRS
Recvd: 07/08/14 11:02 4 pgs
Fees:23.00 Taxes:3390.61
20140708-0059949

This instrument prepared by:
Erika R. Barnes, Esq.
Stites & Harbison PLLC
401 Commerce Street, Suite 800
Nashville, Tennessee 37219

Address New Owner as follows:	**Send Tax Bills To:**	**Map and Parcel No.:**
Orange Cockrill Bend Holdings, LLC c/o Sabal Financial Group, L.P. 4675 Macarthur Court Suite 1550 Newport Beach, CA 92660	Orange Cockrill Bend Holdings, LLC c/o Sabal Financial Group, L.P. 4675 Macarthur Court Suite 1550 Newport Beach, CA 92660	079-00-0-074.00

SUCCESSOR TRUSTEE'S DEED

This Successor Trustee's Deed is made and entered into on this the 3rd day of July, 2014, by Erika R. Barnes, Successor Trustee ("Successor Trustee").

WHEREAS, by *Deed of Trust* dated February 23, 2009 of record as Instrument No. 20090227-0017171, Register's Office for Davidson County, Tennessee ("Register's Office"), as assigned to 2012-SIP-1 Venture, LLC, a Delaware limited liability company, (the "Holder") by *Assignment of Real Estate Deed of Trust* of record as Instrument No. 20121025-0097795, Register's Office (collectively, the "Deed of Trust"), **Terry C. Gann and Shirley A. Gann**, husband and wife, (together, the "Grantor"), conveyed to Andrew M. Hawkins, Trustee, the Property (as hereinafter defined) to secure the payment of certain indebtedness described in the Deed of Trust (the "Indebtedness"), which Indebtedness is presently held and owned by 2012-SIP-1 Venture, LLC (the "Lender"); and

WHEREAS, the Indebtedness 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 Grantor, in the manner required by the terms of the Deed of Trust, but following such notice the default was not cured; and

WHEREAS, Lender appointed Erika B. Barnes to serve as Successor Trustee in place of Andrew M. Hawkins, Trustee, by instrument of record as Instrument No. 20140422-0033792, Register's Office in accordance with the terms of the Deed of Trust; and

WHEREAS, Lender directed the Successor Trustee to sell the Property (defined below) as provided in the Deed of Trust, and the Successor Trustee caused notice to be published in *The Tennessean – Davidson AM* that the Property (defined below) would be sold at 11:30 a.m. Central time on June 9, 2014, at the front door of the Davidson County Courthouse, One Public

Square, Nashville, TN 37201 (the "Foreclosure Notice"), such Foreclosure Notice appearing in said paper on May 16, 2014, May 23, 2014 and May 30, 2014; and

WHEREAS, the Successor Trustee further sent a copy of the Foreclosure Notice as required by applicable law, and following the appearance of the Foreclosure Notice in said newspaper the default was not cured; and

WHEREAS, the Successor Trustee appeared at the time and place specified in the Foreclosure Notice, and shortly after 11:30 a.m. Central time, offered the Property (defined below) for sale, and after opening the floor for competitive bids, sold the Property (defined below) to 2012-SIP-I Venture, LLC in response to its bid at the price of Nine Hundred Sixteen Thousand Three Hundred Eighty-One and 46/00 Dollars ($916,381.46), this being the highest, last and best bid, which was a credit bid (the "Credit Bid").

WHERAS, Lender has assigned its Credit Bid to Orange Cockrill Bend Holdings, LLC, and has requested that the Property be deeded to Orange Cockrill Bend Holdings, LLC, as its designee.

NOW, THEREFORE, I, Erika R. Barnes, Successor Trustee as aforesaid, in exchange for the Credit Bid, by these presents do transfer and convey unto Orange Cockrill Bend Holdings, LLC, its successors and assigns (the "Grantee"), all of my right, title and interest in and to the following described real estate, together with any and all improvements now or hereafter erected on the property, if any, and all easements, rights, appurtenances, rents, royalties, mineral, oil, timber and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, if any, but no further or otherwise, located in Davidson County, Tennessee (collectively, the "Property"), and more particularly described as follows, to wit:

> Land in Davidson County, Tennessee, being Lot No. 2 on the Plan of Cockrill Bend Industrial Complex, Section 2, as shown on plat of record in Plat Book 6050, Page 287, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.
>
> Being the same property conveyed to Terry C. Gann and wife, Shirley Ann Gann, by deed from James R. Thomason, Jr. of record in Instrument No. 20020405-0041847, Register's Office for Davidson County, Tennessee.

The Property is improved property known as 7336 Cockrill Bend Road, Nashville, TN 37209.

This conveyance is in bar of the statutory right and any equity of redemption, homestead, dower and all other rights and exemptions of every kind, all of which are expressly waived in the Deed of Trust.

Grantee hereunder accepts title to the Property and all improvements thereon in an **AS IS, WHERE IS** condition, and without representation or warranty from Successor Trustee as to any matter whatsoever, and by accepting this Successor Trustee's Trustee Deed, Grantee represents and warrants that it has conducted its own due diligences with regard to the Property and matters of title related to the Property, and represents and warrants that it has not relied on any statement

or action made by Successor Trustee. Without limiting the foregoing, **SUCCESSOR TRUSTEE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, 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 ("CERCLA") OR SIMILAR FEDERAL AND STATE LEGISLATION (COLLECTIVELY, THE "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 the Environmental Laws, and potential flood hazards. By accepting this Successor Trustee's Deed, Grantee agrees to indemnify and hold the Successor Trustee harmless from any and all costs, expenses, and liability, including without limitation attorney fees, arising out of or in connection with any of the foregoing.

This conveyance may be subject to easements, restrictions, liens, taxes, etc., including, but not limited to, the items set forth below, but only to the extent any of such matters take priority over the Deed of Trust. To the extent such matters do take priority over the Deed of Trust under applicable law, this conveyance is subject to them, and to the extent such matters do not, the Property does not remain subject to them:

1. Any and all unpaid *ad valorem* taxes payable to Davidson County, Tennessee (plus penalty and interest, if any) that may be a lien against the Property.

2. Matters shown on the Plan of record in Plat Book 6050, page 287, said Register's Office;

3. Declaration of Restrictions and Covenants, Cockrill Bend Industrial Complex, Metropolitan Port Authority of record in Book 6823, Page 645, and Book 8969, Page 111, said Register's Office.

This conveyance is further subject to any and all liens, defects, encumbrances, conveyances, adverse claims and other matters which take priority over the Deed of Trust pursuant to which this conveyance is made, any statutory rights of redemption not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal, which have not been waived by such governmental agency, and any and all matters that would be shown or revealed by an accurate survey of the Property.

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

Erika R. Barnes

ERIKA R. BARNES,
SUCCESSOR TRUSTEE

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, Denise M. Laumeyer, a Notary Public of the State and County aforesaid, personally appeared Erika R. Barnes, 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 authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing her name as Successor Trustee.

Witness my hand and seal, at office in Nashville, Tennessee, this 3rd day of July, 2014.

Denise M. Laumeyer

Notary Public

My commission expires: 3/8/2016

DENISE M. LAUMEYER STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires 03-08-2016

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

The actual consideration for this transfer is Nine Hundred Sixteen Thousand Three Hundred Eighty-One and 46/00 Dollars ($916,381.46).

Erika R. Barnes

Affiant

Subscribed and sworn to before me
this the 3rd day of July, 2014.

Denise M. Laumeyer

Notary Public

My commission expires: 3/8/2016

DENISE M. LAUMEYER STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires 03-08-2016