BILL GARRETT, Davidson County
Trans:T20140056943 DEEDTRS
Recvd: 08/05/14 10:29 5 pgs
Fees:28.00 Taxes:4070.00
20140805-0070116

This Instrument Prepared By:
PROCHASKA QUINN & FERRARO, P.C. (TH)
401 Church Street, Ste. 2600
Nashville, TN 37219

Address New Owner:	**Send Tax Bills To:**	**Parcel ID:**
Clayton Bank and Trust 520 W Summit Hill Drive, Suite 801 Knoxville, TN 37902	Same	**159-06-OA-011** **00CO** **Property Address:** **1415 Richland Woods Lane** **Brentwood, TN 37027**

SUBSTITUTE TRUSTEE'S DEED

THIS INSTRUMENT is made and entered into as of July 3, 2014, by and between Joseph R. Prochaska, Substitute Trustee, and Clayton Bank and Trust, a Tennessee Bank.

WHEREAS, that certain Deed of Trust made as of September 12, 2012 ("Deed of Trust") was executed by RICON Construction, Inc. ("Borrower"), in favor of Travis Edmondson., as Trustee, for the benefit of Clayton Bank and Trust ("Lender"), and was recorded , as Instrument No.20120913-0083148 with the Register of Deeds for Davidson County, Tennessee ("Register's Office"), and therein conveyed all of Borrower's interest in certain property hereinafter described and conveyed by said Deed of Trust ("Property") with power to sell the Property upon default in the payment of the indebtedness secured thereby; and

WHEREAS, by an instrument of record as Instrument No. 20140206-0010405 in the Register's Office, Joseph R. Prochaska is named as Substitute Trustee in said Deed of Trust and vested with all powers and duties conferred upon the original Trustee; and

WHEREAS, Borrower defaulted in the payment of the indebtedness secured by the Deed of Trust and Lender, being the lawful owner and holder of said debt, which is evidenced by a Promissory Note dated September 12, 2012 ("Note") payable by Borrower to the order of

Lender, in the original principal amount of One Million Three Hundred Twenty-Five Thousand and 00/100 Dollars ($1,325,000.00), demanded that Joseph R. Prochaska as Substitute Trustee ("Substitute Trustee") advertise and sell the Property consistent with the powers and duties granted to the Trustee and his successors in said Deed of Trust; and

WHEREAS, Substitute Trustee caused the sale of said Property to be duly advertised by notice published on June 12, 19 and 26, 2014 in the Nashville Scene, a newspaper published in Davidson County, Tennessee, stating that, on Wednesday, June 3, 2014, commencing at 10:00 a.m. at the main door of the Davidson County Courthouse, Nashville, Davidson County, Tennessee, said Property hereinafter described would be sold to the highest and best bidder for cash (or for credit against the Debt if Lender is the highest bidder), and free from all rights and equities of redemption, homestead, dower, marital share and all other rights and exemptions of every kind, including without limitation, those rights of redemption set forth in Tennessee Code Annotated §66-8-101 et seq., all of which are expressly waived by Borrower; and

WHEREAS, at the time and place stated in said published notice, the Substitute Trustee offered said Property for sale at public outcry and sold said Property to Clayton Bank and Trust, a Tennessee Bank, for the sum of One Million One Hundred Thousand and 00/100 Dollars ($1,100,000.00) being the highest and best bid offered; and

NOW, THEREFORE, in consideration of the premises, in exercise of the powers and duties vested in me by said Deed of Trust and in consideration of the sum of One Million One Hundred Thousand and 00/100 Dollars ($1,100,000.00) paid, I, Joseph R. Prochaska, Substitute Trustee, as aforesaid, have bargained and sold and by these presents do convey, transfer and assign unto Clayton Bank and Trust, a Tennessee Bank, its successor and assigns, all estate, right, title and interest in the real property therein described that is vested in me as Substitute

Trustee by said Deed of Trust, which real property is situated in Rutherford County, Tennessee, and described as follows:

Land in Davidson County, Tennessee, being Lot No. 11, on the Final Plat of Richland Woods Subdivision Cluster Lot Development, of record in Instrument No. 20051128-0142574, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.

Being the same property conveyed to Ricon Construction, Inc., a Tennessee corporation, by Warranty Deed from Clayton Bank and Trust, of record in Instrument No. 20120913-0083147, Register's Office for Davidson County, Tennessee.

Together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property.

The sale was held, and this conveyance is made, without any covenant or warranty, express or implied, and subject to any matters having priority over the Deed of Trust or which may affect or encumber the Property following the sale, such as all matters shown on any applicable recorded plat; any unpaid taxes, including taxes and assessments for Map/Parcel Id. 159-06-OA-011.00CO not yet paid and for subsequent years not yet due and payable; taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records; taxes assessed by correction pursuant to the provisions of T.C.A. §67-5-603, et seq.; visible and apparent easements; portion of the property within any roadway; any facts, rights, interests, or claims that are not shown by the public records but that could be ascertained by an inspection of the Property or that may be asserted by persons in possession of the Property; any encroachment, conflict in boundary lines, discrepancies, easements, measurements, encumbrance, violation, variation, adverse

circumstance or other state of facts affecting the title that would be disclosed by an accurate and complete land survey of the Property; any mineral or mineral rights leased, granted or retained by current or prior owners; prior liens, defects, claims and encumbrances including, without limitation, leases and other agreements; assessments, building lines, easements, covenants, and restrictions that may exist; any lien or right to lien for services, labor or material imposed by law and not shown by the public records; and, statutory rights of redemption of any governmental agency including, but not limited to, the right of redemption of the Internal Revenue Service pursuant to 26 U.S.C. §7425(d)(1), of the State of Tennessee pursuant to T.C.A. §67-1-1433(c)(1), or of any other taxing authority.

TO HAVE AND TO HOLD said Property with the appurtenances, estate, title and interest thereto belonging to said Clayton Bank and Trust, a Tennessee Bank, its successors and assigns, forever. And I do hereby transfer and assign unto Clayton Bank and Trust, a Tennessee Bank, its successors and assigns, all of the rights and benefits of the covenants and warranties contained in said Deed of Trust in as full and ample a manner as under it I can or should do, but I convey and assign as Substitute Trustee, and not otherwise. This instrument is provided without any covenant or warranty, express or implied. Substitute Trustee conveys to Clayton Bank and Trust, a Tennessee Bank, only pursuant to the rights and powers granted to Substitute Trustee as set forth in the Deed of Trust and under Tennessee law.

WITNESS my hand this 25th day of July, 2014.

Joseph R. Prochaska, Substitute Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Ashley Jones, a Notary Public in and for said State and County, Joseph R. Prochaska, Substitute Trustee, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 25th day of July, 2014.

Notary Public

ASHLEY JONES STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.
My Commission Expires MAR. 8, 2016

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer or value of the property (whichever is greater) is $1,100,000.00.

Affiant

Sworn to and subscribed before me, this the 25th day of July, 2014.

Notary Public

My Commission Expires:

March 8, 2016

[AFFIX NOTARY STAMP ABOVE]

ASHLEY JONES STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.
My Commission Expires MAR. 8, 2016