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

BILL GARRETT, Davidson County
Trans:T20150073737 DEEDTRS
Recvd: 08/31/15 11:23 3 pgs
Fees:18.00 Taxes:10.18
20150831-0087996

| Address New Owner: | Send Tax Bills To: | Map & Parcel Nos.: |
|---|---|---|
| Walton Tennessee, LLC | New Owner | 188-10-0A-900.00 CO |
| 4800 N. Scottsdale Road, Suite 4000 | | 188-10-0A-901.00 CO |
| Scottsdale, Arizona 85251-7696 | | 188-10-0A-902.00 CO |

# TRUSTEE'S DEED

WHEREAS, default was made in the terms, conditions, and payments provided for and made in a Deed of Trust dated May 31, 2006, executed by Wood Ridge Development, Inc., to Mary Bennie Wilson, Trustee, of record in Instrument No. 20060605-0065674, Register's Office for Davidson County, Tennessee and amended in Instrument No. 20070702-0078337, said Register's Office; and

WHEREAS, Capital Bank, N.A., successor by merger to GreenBank, successor in interest to Cumberland Bank, the owner and holder of the Indebtedness secured by said Deed of Trust replaced said Trustee by naming Sam J. McAllester III, David M. Anthony, C. Tucker Herndon, and Gregory G. Vick, as Substitute Trustees by an instrument of record in Instrument No. 20090916-0086556, Register's Office for Davidson County, Tennessee, and authorized any one of Substitute Trustees to act alone or by a Designated Agent with the powers given the Trustee in said Deed of Trust; and

WHEREAS, Sam J. McAllester, III, in his capacity as Substitute Trustee and not Individually ("Substitute 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 said property would be sold at 10:00 o'clock a.m., prevailing time on Wednesday, August 26, 2015 on the steps of the Davidson County Courthouse, Public Square, Nashville, Davidson County, Tennessee, to 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, Sam J. McAllester, III, Substitute Trustee, personally appeared (or appeared by Designated Agent) and offered said property for sale at public outcry and the highest, best, and last bid received was the sum of $2,750.00 by Walton Tennessee, LLC, a Tennessee limited liability company (hereinafter referred to as "Buyer"), and said property was knocked off and sold to Buyer.

NOW, THEREFORE, in consideration of the premises and sum of Two Thousand Seven Hundred Fifty and 00/100 Dollars ($2,750.00) cash in hand paid by Buyer, Substitute 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 Substitute 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:

BEING OPEN SPACES A, B, AND C ON THE PLAT OF CAROTHERS CROSSING PHASE 1 FINAL PLAT OF RECORD IN INSTRUMENT NO. 200706140071367, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS MADE FOR A MORE DETAILED DESCRIPTION OF SAID OPEN SPACES.

BEING PART OF THE SAME PROPERTY CONVEYED TO WOOD RIDGE DEVELOPMENT, INC. BY SPECIAL WARRANTY DEED OF RECORD IN INSTRUMENT NO. 200606050065673, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

**Street Address:** The street addresses of the property are believed to be the addresses shown below, but such addresses are not part of the legal description of the property. In the event of any discrepancy, the legal description herein shall control.

| Map/Parcel | Address |
|---|---|
| 188-10-0A-900.00 CO | 1100 Princeton Hills Drive, Nolensville, Tennessee |
| 188-10-0A-901.00 CO | 0 Carothers Road, Nolensville, Tennessee |
| 188-10-0A-902.00 CO | 7300 Carothers Road, Nolensville, Tennessee |

The Legal Description is drawn from recorded documents or provided by third parties, and Substitute 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 Buyer, its successors and assigns, forever.

Substitute Trustee covenants with the said Buyer that he is lawfully seized and possessed of said real property as Substitute Trustee only and, by the terms of the above-mentioned Deed of Trust, in his capacity as Substitute 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.

Substitute 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 Buyer, its successors and assigns, against the lawful claims of any person claiming by or through him as Substitute Trustee, but no further or otherwise, it being the intention of Substitute Trustee to convey to Buyer no greater title in the subject real estate than he received as Substitute Trustee and that, as Substitute 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 EXPRESSED OR IMPLIED, AND SUBJECT TO ANY PRIOR

LIENS OR ENCUMBRANCES, IF ANY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE PROPERTY IS SOLD WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, RELATING TO TITLE, MARKETABILITY OF TITLE, POSSESSION, QUIET ENJOINMENT OR THE LIKE AND WITHOUT ANY EXPRESSED OR IMPLIED WARRANTIES OF MERCHANTABILITY, CONDITION, QUALITY OR FITNESS FOR A GENERAL OR PARTICULAR USE OR PURPOSE.

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

WITNESS my hand this 26th day of August, 2015.

Sam J. McAllester, III, Substitute Trustee, and not Individually

STATE OF TENNESSEE )
)
COUNTY OF DAVIDSON )

Personally appeared before me, the undersigned, a Notary Public of this county, Sam J. McAllester, III, Substitute 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 26th day of August, 2015.

KAY M. TENPENNY STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

NOTARY PUBLIC

My Commission Expires: My Commission Expires August 23, 2016

STATE OF TENNESSEE )
)
COUNTY OF DAVIDSON )

The actual consideration or value, whichever is greater, for this transfer is $2,750.00.

AFFIANT

Subscribed and sworn before me on this 31st day of August, 2015.

NOTARY PUBLIC

My Commission Expires: 5/6/19

JEANETTE L. RAMER STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.