BILL GARRETT, Davidson County
Trans:T20170008024 DEEDTRS
Recvd: 01/27/17 11:08 4 pgs
Fees:23.00 Taxes:4070.00
20170127-0009050

This instrument prepared by:
J3LAW
Joseph J. Jensen
P. O. Box 682305
Franklin, Tennessee 37068-2305
Tel: 615-905-5777

Address New Owner:	Send Tax Bills To:	Map/Parcel Nos.:
FRANKLIN SYNERGY BANK 722 Columbia Avenue Franklin, Tennessee 37064	Same	Map / Par. 117-13-0-136.00

SUCCESSOR TRUSTEE'S DEED

This Successor Trustee's Deed is made and entered into on this the 27th day of January, 2017, by Joseph J. Jensen, Successor Trustee ("Successor Trustee").

WHEREAS, RIGID DEVELOPMENT, INC., a Tennessee corporation (the "Grantor"), by that certain Commercial Construction Deed of Trust dated October 7, 2013 (the "Deed of Trust"), recorded as Instrument Number 20131007-0105307, in the Register's Office for Davidson County, Tennessee, as modified by that Modification Agreement – Deed of Trust dated September 11, 2014, which appears of record as Instrument Number 20140919-0086397, in said Register's Office, and further modified by that Modification Agreement – Deed of Trust dated April 20, 2015, which appears of record as Instrument Number 20150508-0042543, in said Register's Office, conveyed to Ashley P. Hill, III, as 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 Franklin Synergy Bank (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 Joseph J. Jensen to serve as Successor Trustee in place of Ashley P. Hill, III, in accordance with the terms of the Deed of Trust, by that instrument of record as Instrument Number 20161128-0124305, in said Register's Office; and

WHEREAS, Lender directed the Successor Trustee to sell the Property as provided in the Deed of Trust, and the Successor Trustee caused notice to be published in the *Nashville Scene* that the Property would be sold on Thursday, January 12, 2017, at 12:01 p.m., prevailing Central Time, at or adjacent to the Property (as hereinafter defined), located at 2313 Warfield Lane, Nashville, Davidson County, Tennessee, such Notice of Successor Trustee's Sale appearing in said paper on December 15, 2016, December 22, 2016, and December 29, 2016; and

WHEREAS, the Successor Trustee further sent a copy of the Notice of Successor Trustee's Sale to Grantor, and following the appearance of the Notice of Successor Trustee's Sale in said newspaper the default was not cured; and

WHEREAS, by public announcement made on Thursday, January 12, 2017, at 12;01 p.m., prevailing Central Time, 11:00 a.m., at or adjacent to the Property located at 2313 Warfield Lane, Nashville, Davidson County, Tennessee, the Successor Trustee's Sale was continued to Thursday, January 26, 2017, at 12:01 p.m., to be held at the same location; and

WHEREAS, the Successor Trustee appeared on Thursday, January 26, 2017, at 12:01 p.m., prevailing Central Time, at the place specified in the Notice of Successor Trustee's Sale and offered the Property for sale by public auction, and after opening the floor for competitive bids, sold the Property to Franklin Synergy Bank, a Tennessee banking corporation, at the price of One Million One Hundred Thousand and No/100 Dollars ($1,100,000.00), this being the highest, last and best bid.

NOW, THEREFORE, I, Joseph J. Jensen, Successor Trustee as aforesaid, in consideration of the premises and the sum of One Million One Hundred Thousand and No/100 Dollars ($1,100,000.00), to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto Franklin Synergy Bank, a Tennessee banking corporation, its successors and assigns (the "Grantee") all of my right, title and interest in and to the following described real estate, together with all the improvements now or hereafter erected on the property, 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, (collectively, the "Property"), and more particularly described as follows, to wit:

> LAND in Davidson County, Tennessee, being Lot No. 1 on the Final Plat Resubdivision of Lot 2 Abbott Martin Estates, as of record in Instrument No. 20070222-0022042, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description thereof.
>
> BEING the same property conveyed to Rigid Development, Inc. by deed from Darren Cioffi, unmarried, of record as Instrument No. 20131002-0103241, said Register's Office. Said Rigid Development, Inc. subsequently conveyed the same to Brent Craig by deed of record as Instrument No. 20160129-0009060, said Register's Office. Said Brent Craig subsequently conveyed the same to Rigid Development, Inc. by deed of record as Instrument No. 20160701-0067889, said Register's Office.

To have and to hold the Property, free of all rights which are expressly waived in the Deed of Trust, as provided in, but only to the extent provided in, said 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 Deed, Grantee represents and warrants that it has conducted its own due diligence 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 the 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 attorneys' fees, arising out of or in connection with any of the foregoing.

Grantee hereunder accepts title to the Property and all improvements thereon subject to any and all unpaid real estate taxes, restrictive covenants, easements and setback lines; any and all redemption rights, including rights of redemption of any governmental agency, State or Federal, and any and all other prior liens or encumbrances against said Property.

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

Joseph J. Jensen, Successor Trustee

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

Before me, a Notary Public of the State and County aforesaid, personally appeared JOSEPH J. JENSEN, 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 authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his name as Successor Trustee.

Witness my hand and seal, this 27 day of January, 2017.

Notary Public

My commission expires: 12/18/17

JOSH HANKINS
STATE OF TENNESSEE
NOTARY PUBLIC
COUNTY OF SUMNER

MY COMMISSION EXPIRES:
DECEMBER 18, 2017

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

The actual consideration or value, whichever is greater, for this transfer is One Million One Hundred Thousand and No/100 Dollars ($1,100,000.00).

Subscribed and sworn to before me this the 27 day of January, 2017.

Notary Public

My commission expires: 12/18/17

JOSH HANKINS
STATE OF TENNESSEE
NOTARY PUBLIC
COUNTY OF SUMNER

MY COMMISSION EXPIRES:
DECEMBER 18, 2017