BILL GARRETT, Davidson County
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Prepared by:
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Brentwood, TN 37027

JONATHON TRISTON JACOBS
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF RUTHERFORD

STATE OF TENNESSEE
COUNTY OF Williamson

The actual consideration or value, whichever is greater, for this transfer is $352,265.71

Affiant

Subscribed and sworn to before me, this ____ day of February, 2017.

Notary Public
My commission expires: 1-24-21

Address of New Owner:	Send Tax Bills to:	Tax Information
Mary Wester Foundation P.O. Box 50804 Nashville, TN 37205	New Owner	072-10-0-031.00

TRUSTEE'S DEED

This Trustee's Deed is made and entered into as of the 23rd Day of February, 2017, by Trey Cain, as Trustee ("Trustee").

WHEREAS, Custom Concept, LLC, a Tennessee limited liability company, conveyed real property in Davidson County, Tennessee to Trey Cain, as Trustee, by Deed of Trust dated May 10th, 2016, recorded May 12th, 2016, as Instrument No. 20160512-0047605, in the Register's Office of Davidson County, Tennessee ("Deed of Trust") for the benefit of Mary Wester Foundation; and,

WHEREAS, Mary Wester Foundation (the "Lender") is the owner and holder of the debts and obligations secured by the Deed of Trust; and,

WHEREAS, the indebtedness became overdue and unpaid, and other conditions of default occurred, by reason of which the Lender declared the indebtedness and the Deed of Trust to be in default, and notice was given of such default to Grantor, but following such notice the default was not cured; and,

WHEREAS, by Instrument recorded as No. 20160512-0047605, in said Register's Office, the Lender, as such owner, holder and beneficiary, appointed Trey Cain as Trustee; and,

WHEREAS, Lender directed Trustee to sell the Property as provided in the Deed of Trust, and Trustee caused notice to be published in "The News", that on February 22nd, 2017, commencing at 10:00a.m. at the front door of the Davidson County Register's Office, 501 Broadway, Nashville, Tennessee, the Property would be sold, such foreclosure notice appearing in said newspaper on January 26th, 2017, February 2nd, 2017 and February 9th, 2017; and,

WHEREAS, Trustee's designee appeared at the front door of the Davidson County Register's Office 501 Broadway, Nashville, Tennessee, on February 22nd, 2017 at 10:00a.m. and offered the property for sale, and after opening the floor for competitive bids, sold the Property to

Mary Wester Foundation for a bid of $352,265.71, this being the highest, last and best bid.

NOW, THEREFORE, I, Trey Cain, not individually, but as Trustee as aforesaid, in consideration of $10.00, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by these presents does hereby convey unto Mary Wester Foundation ("Grantee"), all right, title and interest in and to the following real property (the "Property"):

Being Lot No. 79 on the Plan of Bransford Realty Company's Subdivision of Maxey Avenue and Gallatin Road Property of record in Plat Book 332, Page 44, in the Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description of the property.

Being the same property conveyed to Mary M. Wester, Trustee of the Mary M. Wester Revocable Trust, by Quitclaim Deed from Custom Concept, LLC, dated September 26, 2016 of record in Instrument No. 2016117-0121204 in the Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Custom Concept, LLC, a Tennessee Limited Liability Company, by Warranty Deed from Jean Lafitte Designs, LLC, a Tennessee Limited Liability Company, dated May 10, 2016 of record in Instrument No. 20160512-0047604 in the Register's Office for Davidson County, Tennessee.

This being improved property being known as 2909 Bronte Ave. Nashville, TN 37216.

TO HAVE AND TO HOLD the Property, free of all statutory and other rights of redemption of Grantors as provided in, but only to the extent provided in, the Deed of Trust.

Grantee hereunder accepts title to the Property and all improvements thereon, if any, in an AS IS, WHERE IS condition, and without representation or warranty from Trustee and/or Lender as to any matter whatsoever. Without limited the foregoing, **Trustee disclaims all representations and warranties, express or implied, including warranties of merchantability or fitness for a particular use or purpose. Additionally, 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 or similar federal and state legislation (collectively, "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 airing out of or in connection with deterioration of any improvements thereon, violations of environmental laws, and potential flood hazards. By accepting this Trustee's Deed, Grantee agrees to indemnify and hold Trustee and Lender harmless from any and all costs, expenses, and liability, including, without limitation, attorney's fees, arising out of or in connection with any of the foregoing.

Said sale is subject to certain easements, restrictions, liens, taxes, etc., including, but not limited to the following to the extent applicable on the date hereof:

(1) Any and all unpaid real and personalty taxes, plus penalty and interest, if any. Such taxes will not be pro-rated or paid from the trustee estate. Grantee assumes full liability for such taxes.

(2) Any mechanic's and materialmen's liens, filed or unfiled, which take priority over the Deeds of Trust upon which the foreclosure sale was held.

(3) Such easements, building lines, recorded plans and restrictions as may be applicable and which take priority of the Deed of Trust upon which the foreclosure was held.

(4) Any rights of redemption or otherwise held by the Internal Revenue Service or by the State of Tennessee.

(5) Rights or claims of parties in possession.

(6) Encroachments, overlaps, boundary line disputes or other matters which would be shown by an accurate survey or inspection of the Property.

(7) Any and all deeds of trust, fixture filings, liens of any kind or nature, and/or leases which take priority over the Deed of Trust upon which the foreclosure sale was held.

(8) Any and all other matters, including, without limitation, liens easements, restrictions, claims, defects, encumbrances, adverse claims and other matters which take priority over the Deed of Trust under which the foreclosure was held.

WITNESS the signature of the Trustee as of the day and date first above written.

Trey Cain, not individually, but as Trustee

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Trey Cain, 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 Trustee, and that he, as such Trustee, being duly authorized to do so, executed the within instrument for the purposes therein contained by signing his name, not individually, but as Trustee.

Witness my hand and official seal at Brentwood, Tennessee, this the 22nd day of February, 2017.

Notary Public

My Commission expires: 1-24-21

JONATHON TRISTON JACOBS
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF RUTHERFORD