

Prepared by return to:  
Baker, Donelson, Bearman, Caldwell & Berkowitz, PC  
Justin M. Sveadas, Esq.  
633Chestnut Street, Suite 1800  
Chattanooga, Tennessee 37450

<b><u>Address of New Owner:</u></b>	<b><u>Send Tax Bills to:</u></b>	<b><u>Map and Parcel No:</u></b> 042H-E-001.05
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TRUSTEE'S DEED

This Trustee's Deed is made and entered into as of the 3rd day of February, 2012, by Justin M. Sveadas, not individually but as successor trustee ("Successor Trustee").

WHEREAS, Linda S. Hyman conveyed real property in Bradley County, Tennessee to Thomas F. Baker IV, as Trustee, by Deed of Trust dated January 28, 2004, recorded February 3, 2004 in Book 1405, page 174 in the Register's Office of Bradley County, Tennessee, which was modified by Modification of Deed of Trust dated September 20, 2004, recorded September 24, 2004 in Book 1471, page 952 in said Register's Office (collectively, the "Deed of Trust") for the benefit of First Tennessee Bank National Association; and,

WHEREAS, First Tennessee Bank National Association (the "Bank") 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 Bank 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 in Book 2070, page 173 in said Register's Office, the Bank, as such owner, holder and beneficiary, appointed Justin M. Sveadas as Substitute Trustee ("Successor Trustee") to act in the place and stead of the Trustee; and,

WHEREAS, Bank directed Successor Trustee to sell the Property as provided in the Deed of Trust, and Successor Trustee caused notice to be published in *Cleveland Daily Banner* that on February 3, 2012, commencing at 11:15 a.m. at the main entrance of the Bradley County Courthouse in Cleveland, Tennessee, and adjourning to 12:00 noon at the site of the property, the Property would be sold, such foreclosure notice appearing in said newspaper on January 12, 19, and 26, 2012; and,

WHEREAS, Successor Trustee appeared at the main entrance of the Bradley County Courthouse in Cleveland, Tennessee, on February 3, 2012 at 11:15 a.m. and announced that the sale would be held at the site of the property at 12:00 noon; and,

WHEREAS, Successor Trustee appeared at the site of the property on February 3, 2012 at 12:00 noon and offered the property for sale, and after opening the floor for competitive bids, sold the Property to \_\_\_\_\_ for a bid of \$ \_\_\_\_\_, this being the highest, last and best bid.

NOW, THEREFORE, I, Justin M. Sveadas, not individually but as Successor Trustee as aforesaid, in consideration of the premises, \$10.00, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by these presents does hereby convey unto \_\_\_\_\_ (“Grantee”), all right, title and interest in and to the following real property (the "Property"):

SEE EXHIBIT “A” ATTACHED HERETO AND MADE A PART HEREOF.

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 Successor Trustee and/or Bank as to any matter whatsoever. Without limiting the foregoing, **Substitute Trustee disclaims all representations and warranties, express or implied, including warranties 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 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 arising 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 Successor Trustee and Bank 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.

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 trust 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 over 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 Successor Trustee as of the day and date first above written.

\_\_\_\_\_  
Justin M. Sveadas, not individually but as  
Successor Trustee

STATE OF TENNESSEE  
COUNTY OF HAMILTON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Justin M. Sveadas, 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 duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his name, not individually but as Successor Trustee.

Witness my hand and seal this \_\_\_\_ day of February, 2012.

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The actual consideration or value, whichever is greater, for this transfer is \$\_\_\_\_\_.

\_\_\_\_\_  
Affiant

Subscribed and sworn to before me  
this \_\_\_\_\_ day of February, 2012.

\_\_\_\_\_  
Notary Public, My Commission Expires: \_\_\_\_\_

EXHIBIT "A"

Legal Description

Office Condo Unit 211 of the Creekside Office Park as set out in Master Deed recorded in Book 1386, page 997 (erroneously referred to as page 999 in previous deeds in the chain of title), and part of Lot 1, Creekside, being a resubdivision of Dogwood Park, Lot 1 and Additional Property as shown by plat of record in Plat Book 17, page 74 in the Register's Office of Bradley County, Tennessee, to which reference is herein made.

Being the same property conveyed by Warranty Deed recorded in Book 1405, page 171 in said Register's Office. Subject to any governmental zoning and subdivision ordinances or regulations in effect thereon.