

Prepared by and after recording return to:  
 Justin M. Sveadas, Esq.  
 Baker, Donelson Bearman, Caldwell & Berkowitz, P.C.  
 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> 109M-K-002
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**TRUSTEE'S DEED**

This Trustee's Deed is made and entered into as of the 30th day of September, 2009, by Justin M. Sveadas, not individually but as successor trustee ("Successor Trustee").

WHEREAS, Spin 4, Inc., a Tennessee corporation, conveyed real property in Hamilton County, Tennessee to Thomas F. Baker, IV, as Trustee, by Tennessee Deed of Trust dated July 1, 2005, recorded on July 5, 2005 in Book 7588, page 927 in the Office of the Register of Deeds of Hamilton County, Tennessee (the "Deed of Trust"), to secure payment and performance of the debts and obligations described in the Deed of Trust (the "Indebtedness"), for the benefit of First Tennessee Bank National Association (the "Beneficiary"); and,

WHEREAS, First Tennessee Bank National Association 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 on October 22, 2008 in Book 8786, page 301 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 the *Chattanooga Times Free Press* that the Property would be sold on September 30, 2009 at 12:00 noon at the site of the property at 4221 Hixson Pike, Chattanooga, Hamilton County, Tennessee, such foreclosure notice appearing in said newspaper on September 10, September 17, and September 24, 2009; and,

WHEREAS, Successor Trustee complied with the notice provisions of U.S.C. §7425(c) and Reg. §§301.7425-1 and T.C.A. §67-1-1433(b)(2), a copy of said notice to the Tennessee Department of Revenue being attached hereto as Exhibit "B"; and,

WHEREAS, Successor Trustee appeared at the site of the property at 4221 Hixson Pike, Chattanooga, Hamilton County, Tennessee, on September 30, 2009 at 12:00 noon and offered the Property for sale, and after opening the floor for competitive bids, sold the Property to \_\_\_\_\_  
for a credit 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 do hereby convey unto

\_\_\_\_\_ its successors and assigns ("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 Grantor 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 Deed 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 \_\_\_\_\_, 2009.

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

STATE OF TENNESSEE  
COUNTY OF HAMILTON

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

\_\_\_\_\_  
Affiant

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 2009.

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

EXHIBIT "A"

Legal Description

In the City of Chattanooga, Hamilton County, Tennessee: Lot Four (4), Fred Robinson Estate Subdivision, as shown by plat of record in Plat Book 73, page 24 in the Register's Office of Hamilton County, Tennessee.

TOGETHER WITH easements created by Reciprocal Cross Access Easement of record in Book 4771, page 143, Declaration of Reciprocal Cross Access Easement of record in Book 6548, page 746, and Declaration of Reciprocal Cross Access Easements of record in Book 6881, page 203 in the Register's Office of Hamilton County, Tennessee.

SUBJECT TO all easements and stipulations on plat of record in Plat Book 73, page 24 in said Register's Office.

SUBJECT to Reciprocal Cross Access Easement and Restrictive Covenant Agreement of record in Book 4771, page 143 in said Register's Office.

SUBJECT TO Declaration of Reciprocal Cross Access Easement and Restrictive Covenants of record in Book 6548, page 735 in said Register's Office.

SUBJECT TO Declaration of Reciprocal Cross Access Easements and Restrictive Covenants of record in Book 6881, page 203 in said Register's Office., but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is except under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

BEING THE SAME property and for prior deed reference see deed to Spin 4, Inc., dated July 1, 2005, recorded in Book 7588, page 924 in said Register's Office.

EXHIBIT "B"

Notice to Tennessee Department of Revenue

[ Attached ]