New Owner - Send Tax Bills:

Secretary of Housing and
Urban Development

BOOK 5078 PAGE 509

THIS INSTRUMENT WAS PREPARED BY
WILKINS, ADAMS & WEEMS ATTORNEYS
FIDELITY FEDERAL BUILDING
401 UNION STREET
NASHVILLE, TENNESSEE 37219

61-15
378
PW

SUBSTITUTE TRUSTEE'S DEED

THIS INDENTURE, made and entered into this 8th day of October, 1976, by and between WILKINS, ADAMS, & WEEMS, Attorneys, a partnership whose statement of partnership appears of record in said Register's Office, SUBSTITUTE TRUSTEE, FIRST PARTY, and THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT and his successors in office as such, of Washington, District of Columbia, SECOND PARTY.

W I T N E S S E T H:

WHEREAS, by Deed of Trust, dated January 7, 1975, of record in Book 4880, page 183, in the Register's Office for Davidson County, Tennessee, Henry Crutcher and wife, Martha Crutcher conveyed unto P. E. Davis, TRUSTEE, the hereinafter described property to secure the payment of a promissory note in the original amount of $16,000.00; and,

WHEREAS, P. E. Davis, TRUSTEE, was unable to act as Trustee under said Deed of Trust and the FIRST PARTY was appointed Substitute Trustee by the owner and holder of said note by an instrument of record in Book 5064, page 979, in the Register's Office for Davidson County, Tennessee; and

WHEREAS, default was made in the payments of the said promissory note and the holder thereof directed the FIRST PARTY to advertise and sell said property in satisfaction of said indebtedness, and the costs of foreclosure, in accordance with the terms and provisions of said promissory note and the Deed of Trust; and

WHEREAS, FIRST PARTY did advertise said property for sale in accordance with the terms and provisions of said Deed of Trust, notices of the time and place of said sale being published in the Nashville Record on September 14, September 21, and September 28, 1976; and

WHEREAS, pursuant to said notices, FIRST PARTY did offer said property for sale at the south door of the Davidson County Courthouse, in Nashville, Tennessee, on the 7th day of October, 1976, and Collateral Investment Company, being the highest and best bidder thereof, became the purchaser of said property at and for the sum of $16,995.13,

and thereafter assigned in writing its bid to Second Party, and the sum of said bid having been paid, the receipt therefore is hereby acknowledged.

NOW THEREFORE, IN CONSIDEARTION of the premises, First Party has this day bargained and sold and does hereby transfer and convey unto Second Party, his successors and assigns the following property in Davidson County, Tennessee, and more particularly described as follows, to-wit:

> LAND in Davidson County, Tennessee, being the southerly 50 feet of the northerly 75 feet of the westerly 100 feet of Lot No. 269, on the plan of Inglewood Place, as of record in Book 332, page 101, Register's Office for Said County.
>
> SAID part of said Lot No. 269 fronts 50 feet on the easterly side of Kingswood Avenue, formerly "B" Street and runs back between parallel lines 100 feet to a dead line.

TO HAVE AND TO HOLD, the aforesaid real estate unto the said Second Party, his successors and assigns, forever, and in bar of equity of redemption, homestead, and dower and all other exemptions of every king.

AND Wilkins, Adams, & Weems, Attorneys, SUBSTITUTE TRUSTEE, does further covenant and bind itself, its successors and representatives to warrant and defend the title to said land only as to such title coming through or by it to the said Second Party, his successors and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the FIRST PARTY has hereunto set his hand this the day and date first above written.

WILKINS, ADAMS, & WEEMS, Attorneys
a partnership, SUBSTITUTE TRUSTEE

BY: _____
W. E. Weems, II

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, the within named W. E. Weems, II, a partner of Wilkins, Adams, & Weems, Attorneys, the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 8th day of October, 1976.

_____
Notary Public

My Commission Expires: 1-30-78

LOUISE N. BINKLEY NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater for this transfer is $16,995.13.

W W Lewis
Affiant

Subscribed and sworn to before me, this the 8th day of October, 1976.

Louise N. Bentley
Notary Public

My Commission Expires: 1-30-78

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

OCT 15 76 MISC 8* 6.00 * 6.00

IDENTIF. REFERENCE

OCT 15 11 39 AM '76

FEE REGISTER
DAVIDSON COUNTY, TENN.

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