THIS INSTRUMENT PREPARED BY: 58-16-11
C. EDWARD COOMER, ATTY.
4015 TRAVIS DRIVE
NASHVILLE 37211

Send Tax Bills to: Noel Palmer Mortgage Company, Inc.
P. O. Box 2546
Parkway Towers
Nashville, Tennessee 37219

New Owner: Noel Palmer Mortgage Company, Inc.
P. O. Box 2546
Parkway Towers
Nashville, Tennessee 37219

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C. EDWARD COOMER,

Substitute Trustee

SUBSTITUTE TRUSTEE'S DEED

TO: Noel Palmer Mortgage Company, Inc.

WHEREAS, by deed of trust executed July 22, 1975, in Davidson County, Tennessee, and of record in Book 4935, page 634, Register's Office for Davidson County, Tennessee, the hereinafter described property was conveyed from William L. Brooks and wife, Geraldine P. Brooks, unto John G. Palmer, Trustee, to secure payment of a Promissory Note of even date therewith and fully described in said deed of trust; and,

WHEREAS, the Noel Palmer Mortgage Company, Inc. is now the holder in due course of said Promissory Note secured by said deed of trust; and,

WHEREAS, said deed of trust provides that in the event said note was not paid when due, said Trustee or the lawful holder of such note was authorized to declare the whole of said note due and payable and to sell such real property at auction for cash to the highest bidder free from all rights of the said William L. Brooks and wife, Geraldine P. Brooks, their heirs, administrators, successors or assigns, and for advertising the time and place of said sale as required by law; and,

WHEREAS, said deed of trust further provides that in the event the said Trustee was unable to act and serve as Trustee, that the holder of said note was authorized to appoint a Substitute Trustee; and,

WHEREAS, the Noel Palmer Mortgage Company, Inc. did appoint C. Edward Coomer, Attorney, as Substitute Trustee by instrument of record in Book 5143, page 180, Register's Office for Davidson County,

Tennessee, thereby vesting in said Substitute Trustee all of the rights, powers and privileges of the original Trustee; and,

WHEREAS, default has occurred in the payment of said indebtedness and the whole of same was declared due and payable and notice was given as provided by law by regular publication in The Nashville Record, a newspaper of general circulation published in Davidson County, Tennessee, that said property would be sold at the main door of the Davidson County Courthouse at Nashville, Tennessee, on Monday, June 6, 1977, at 12:00 o'clock noon to the highest and best bidder for cash free from all of the rights of the said William L. Brooks and wife, Geraldine P. Brooks, their heirs, administrators, successors or assigns; and,

WHEREAS, said sale was held and conducted at the time and place set out in the advertisement and the Noel Palmer Mortgage Company, Inc. was the highest and best bidder, said bid being in the amount of $27,003.92.

NOW, THEREFORE, I, C. EDWARD COOMER, Substitute Trustee, by virtue of the authority vested in me and pursuant to the terms of said deed of trust, have this day bargained and sold and do by these presents hereby transfer and convey to the Noel Palmer Mortgage Company, Inc. to have and to hold to it and to its successors and assigns forever and free from the rights of the said William L. Brooks and wife, Geraldine P. Brooks, land in Davidson County, Tennessee, more particularly described as follows:

> LAND in Davidson County, Tennessee, being Lot No. 51 on the Plan of Haynes Park Subdivision, Section 3, as of record in Book 4460, page 185, and amended in Book 4869, page 681, Register's Office for Davidson County, Tennessee, described as follows:
>
> BEGINNING at a point in the westerly margin of Haynes Park Drive at the common dividing line between lots Nos. 50 and 51 on said plan; thence westerly along said dividing line 85 feet to a concrete marker; thence southerly 92.52 feet to a point in the northerly margin of Dyer Court; thence easterly along the northerly margin of said Dyer Court 102.03 feet to the beginning of a curve; thence around said curve a distance of 39.27 feet to a point in the westerly margin of Haynes Park Drive; thence northerly along the westerly margin of said Haynes Park Drive 81 feet to the point of beginning.

It is the intention and purpose of the above-named Trustee to convey the above-described property with all of the covenants and warranties which he is authorized to make as such Substitute Trustee, but it is expressly understood and agreed that all of such warranties and covenants are made by him as Substitute Trustee and not individually.

In Witness Whereof, I. C. Edward Coomer, Substitute Trustee, have executed this deed of conveyance this 6th day of June, 1977, by subscribing hereto my official signature at Nashville, Tennessee.

C. EDWARD COOMER

C. Edward Coomer
Substitute Trustee

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STATE OF TENNESSEE)
) SS.
COUNTY OF DAVIDSON)

Personally appeared before me, Elizabeth H Bare, a Notary Public in and for the state and county aforesaid, C. EDWARD COOMER, Substitute Trustee, the within named bargainor with whom I am personally acquainted and who acknowledged that he executed the foregoing instrument of conveyance for the purposes contained therein.

Sworn to and subscribed before me this 6th day of June, 1977.

Elizabeth H Bare
Notary Public

My Commission expires: 17 1979

E07427

IDENTIF. REFERENCE

JUN 6 12 29 PM '77

FELIX DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE)
) SS.
COUNTY OF DAVIDSON)

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is $27,003.92, which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale.

C. Edward Coomer
Affiant

Sworn to and subscribed before me this 6th day of June, 1977.

Elizabeth H Bare
Notary Public

My Commission expires:

JUN-6 CONV 27,003.92
8* 70.20
8* .50
8* 8.00 * 78.70