53-12-63

BOOK 5170 PAGE 146

New Owner:

Federal Housing Administration FHA # 483-054474-203

SUBSTITUTE TRUSTEE'S DEED

THIS INDENTURE, made and entered into this 11th day of July, 19 77, by and between Wilkins, Adams & Weems, Attorneys, a partnership, 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.

JUL 13 MISC 8* 6.00 * 6.00

W I T N E S S E T H:

WHEREAS, by Deed of Trust, dated March 2, 1976, of record in Deed Book 5002; page 104, in the Register's Office for Davidson County, Tennessee, Kevin D. Harris and wife, Molly C. Harris conveyed unto P. E. Davis, TRUSTEE, the hereinafter described property to secure the payment of a promissory note in the original amount of $ 15,600.00; 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 5151, page 739, 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 June 9, June 16, and June 23, 1977; and

WHEREAS, pursuant to said notices, FIRST PARTY did offer said property for sale at the front door of the Davidson County Courthouse, in Nashville, Tennessee, on the 7th day of July, 1977 at 11:00 a.m., and Collateral Investment Company being the highest and best bidder thereof, became the purchaser of said property at and for the sum of $16,666.16, 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 CONSIDERATION of the premises, First Party 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 the 4th Civil District of Davidson County, Tennessee, being part of Lots Nos. 1 & 2 on a Map of Betty Hays Tract as shown on a survey by Z. J. Wilkinson, Surveyor, dated March 29, 1951, and described as follows:

BEGINNING at a steel pin in the westerly margin of Hadley Bend Road at the SE corner of the property conveyed by deed of correction to John J. Hays, and wife, from Betty Hays of record in Book 2499, page 397, Register's Office for Davidson County, Tennessee; thence westerly at a 90 degree angle from Hadley Bend Road 118 feet to a steel pin; thence southerly at a 90 degree angle 14.5 feet to a steel pin; thence southwesterly 254 feet to a steel pin; thence south 28 degrees east 39.5 feet, more or less, to a point in the north line of Lot No. 2; thence easterly with the dividing line between Lots Nos. 1 & 2, 274.9 feet to a point; thence leaving said line in an easterly direction 80 feet to a point in the westerly margin of Hadley Bend Road; thence with the margin of same northwardly 48.8 feet to the point of beginning.

Being the same property conveyed to Kevin D. Harris and wife, Molly C. Harris by deed from Thomas C. Hager and wife, Lydia P. Hager of record in Book 5002, page 102, Register's Office for Davidson County, Tennessee.

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, dower and all other exemptions of every kind.

WILKINS, ADAMS & WEEMS, Attorneys, a partnership 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, its successors and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the FIRST PARTY has hereunto caused this instrument to be executed by W. E. Weems, II, Partner _____, the day and date first above written.

WILKINS, ADAMS & WEEMS, ATTORNEYS
a partnership

_____

W. E. Weems, II, Partner

STATE OF TENNESSEE

COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named W. E. Weems, II, 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 11th day of July, 1977

_____

NOTARY PUBLIC

My Commission Expires: May 3, 1981

STATE OF TENNESSEE

COUNTY OF Davidson

The actual consideration or value, whichever is greater for this transfer is $ 16,666.16.

_____

Affiant

Subscribed and sworn to before me, this the 11th day of July, 1977.

_____

NOTARY PUBLIC

My Commission Expires: May 3, 1981

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IDENTIF. REFERENCE T

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FEE $ DAVIDSON COUNTY, TENN.