RE0363

277.82

BOOK 407 PAGE 543

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

11 L 821

The actual consideration or value, whichever is greater, for this transfer is $103,247.08.

Affiant

Subscribed and sworn to before me, this 10th day of February, 1982.

Notary Public

My Commission expires 10-26-82

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

BOOK 5862 PAGE 897

This instrument prepared by:
GULLETT, SANFORD & ROBINSON
230 Fourth Avenue North
Nashville, Tennessee 37219

Address new owners as follows: Send Tax Bills to: Map-Parcel Numbers

Metropolitan Federal Savings and Loan Association
230 Fourth Avenue North
Nashville, TN 37219

Same

To be assigned

SUBSTITUTE TRUSTEE'S DEED

THIS INDENTURE, made and entered into on this the 8th day of February, 1982, by and between THOMAS I. HOLMAN, SUBSTITUTE TRUSTEE, FIRST PARTY, and METROPOLITAN FEDERAL SAVINGS AND LOAN ASSOCIATION, SECOND PARTY,

WITNESSETH:

WHEREAS, by a deed of trust, dated August 29, 1980, of record in Book 373, page 162, Register's Office for Williamson County, Tennessee, and of record in Book 5651, page 148, Register's Office for Davidson County, Tennessee, William H. Smithson & Sons, Inc., conveyed to Attorneys Title Company, Inc., Trustee, the hereinafter described property to secure the payment of a promissory note in the original principal sum of Ninety Two Thousand and no/100 ($92,000.00) Dollars and,

WHEREAS, Metropolitan Federal Savings and Loan Association is the successor by merger to Home Federal Savings & Loan Association of Nashville, Davidson County, Tennessee; and

WHEREAS, Attorneys Title Company, Inc., Trustee, was unable to act as Trustee under said deed of trust and I was appointed Substitute Trustee by the owner and holder of said note, by an instrument of record in Book 394, page 874, Register's Office for Williamson County, Tennessee and of record in Book 5781, page 405, Register's Office for Daivdson County, Tennessee; and,

WHEREAS, default was made in the payment of said promissory note and the holder thereof directed 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 note and deed of trust; and,

WHEREAS, pursuant to said notice, First Party did advertise said property for sale in accordance with the terms and provisions of said note and deed of trust, notices of the time and place of said sale being published in The Review Appeal on January 14, 1982, January 21, 1982 and January 28, 1982 and,

WHEREAS, First Party did cause said property to be offered for sale at the front door of the Court House in Williamson County, Tennessee, on Monday, February 8, 1982 at 12:00 o'clock noon, Second Party, being the highest and best bidder thereof, became the purchaser of said property at and for the sum of ONE HUNDRED THREE THOUSAND TWO HUNDRED FORTY SEVEN AND 08/100 ($103,247.08) DOLLARS and said sum of said bid having been paid, the receipt therefor is hereby acknowledged.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, First Party has this day bargained and sold and does by these presents transfer and convey unto Second Party, its successors and assigns, the following described real property, situated in Williamson and Davidson Counties, Tennessee:

Land lying partially in Williamson County, Tennessee, and partially in Davidson County, Tennessee, being Lot No. 21 on the Plan of Brighton Wood, as shown on the Plan of record in Plat Book 7, page 109, Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a more complete description.

Being part of the same property conveyed to William H. Smithson & Sons, Inc., by deed from The H & B Company, a Tennessee Corporation and H & B Development Co., a partnership of record in Book 373, page 160, Register's Office for Williamson County, Tennessee and of record in book 5651, page 146, Register's Office for Davidson County, Tennessee.

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

And I, Thomas I. Holman, Substitute Trustee, do further covenant and bind myself, my successors and representatives, to warrant and defend the title to said land only as to such title coming through or by me 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 set his signature this the day and date above written.

Thomas I. Holman, Substitute Trustee

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

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BOOK 407 PAGE 545

Personally appeared before me, Shirley L. Johnson, a Notary Public in and for said State and County, the within named Thomas I. Holman, Substitute Trustee, 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 9th day of February, 1982.

Shirley L. Johnson
Notary Public

My Commission Expires:

7-21-85

SHIRLEY L. JOHNSON NOTARY PUBLIC DAVIDSON COUNTY, TENN.

7644 02/17 9.00 CHECK 68.3610

IDENTIF. REFERENCE

MAR 17 3 31 PM '82

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

WILLIAMSON COUNTY — STATE OF TENNESSEE

Received for record the 12 day of Jan 1982

at 9:05 o'clock A M Noted in Note Book 31 page 197

and Recorded in Book No. 407 page 543 State Tax

Paid 26.62 Fee .50 Recording Fee 2.00 Total 22.62

Receipt No. 23374 Witness my hand

J. D. Bennett, Register