20-4-0005379

| INFORMATION FOR TAX ASSESSOR | |
|---|---|
| TAX PARCEL NO. 72-15 31 | PROPERTY ADDRESS 2617 Pennington Avenue Nashville, Tennessee 37216 |
| SEND TAX NOTICES TO Loan Guaranty Officer (264) Veterans Administration Regional Office 110 9th Avenue South, Nashville, TT 37203 | THIS INSTRUMENT PREPARED BY: Jerry D. Stringer, Attorney VA Regional Office, Nashville, TN 37203 |

TRUSTEE'S DEED

BOOK 6518 PAGE 617

WHEREAS, by Deed of Trust, dated July 1, 1980, of record in Book 5620, Page 301, Register's Office of Davidson County, Tennessee, Judy A. Huey and John D. Lowe, conveyed to Paul E. Marcum and R. Wayne Brindley, Trustees (either one of which is empowered by said Deed of Trust to act alone in the execution of the powers conferred by the instrument) a certain tract or parcel of land in Nashville, County of Davidson, State of Tennessee, described as follows:

> Land in Davidson County, Tennessee, being Lot No. 9 on the Plan of the James Burns Subdivision of Maxey's Addition to Brownsville as of record in Book 161, Page 98, Register's Office for said County, to which Plan reference is hereby made for a more complete description.

WHEREAS, the undersigned Billy Higginbotham, Substitute Trustee, was designated as such by the holder of the indebtedness by an instrument dated May 29, 1985, and recorded in the Register's Office for Davidson County, Tennessee, in Book 6568, Page 516, such designation being pursuant to and in conformity with the provisions of the said Deed of Trust above mentioned; and

J 2 4 8 3 4

IDENTIF. REFERENCE

JUL 31 10 39 AM '85

FELIX A. ... II REGISTER
DAVIDSON COUNTY, TN

MAIL ENV.

WHEREAS, said Deed of Trust was executed to secure the payment of the indebtedness therein described, which indebtedness was represented by a note of even date with such Deed of Trust, payable in monthly installments; and said Note providing that the entire principal sum and accrued interest will become payable without notice in the event of default in the payment of said installments; and

WHEREAS, default was made in the payment of said installments and such default was not made good, and the owner of the indebtedness declared the entire balance of said indebtedness due and payable; and

WHEREAS, demand was made upon me as Substitute Trustee by the owner of the indebtedness to foreclose said Deed of Trust in accordance with the terms and provisions therein contained; and acting pursuant to the power and authority vested in me by said Deed of Trust, I did advertise the sale of said property according to the terms and provisions of said Deed of Trust, and according to law, and did on Wednesday, July 10, 1985, at 9:25 a.m., at the Front Door of the Courthouse in Nashville, Davidson County, Tennessee, offer for sale at public outcry to the highest and best bidder for cash in hand, free from the equity of redemption, homestead and dower, and all

other equities, the property hereinabove described, when The Administrator of Veterans' Affairs, an officer of the United States of America, became the purchaser of such property for the sum of twenty nine Thousand eight hundred and four dollars ($29,804.00) that being the highest, last and best bid.

BOOK 5518 PAGE 618

NOW, THEREFORE, I, the undersigned, as Substitute Trustee, in consideration of the premises, acting pursuant to the power and authority vested in me by the said Deed of Trust, do hereby transfer and convey the property hereinabove described, unto The Administrator of Veterans' Affairs, an Officer of the United States of America, his successors in such office as such, his or their assigns.

TO HAVE AND TO HOLD the said property hereinabove described, together with all the appurtenances belonging to The Administrator of Veterans' Affairs, and I do hereby transfer and assign unto The Administrator of Veterans' Affairs, his or their assigns, all the rights, benefits and protection of the covenants and warranties contained in the said Deed of Trust, but as Substitute Trustee only and not otherwise.

The proceeds of the sale, less expenses of the sale, have been applied toward the payment of said indebtedness in compliance with the terms of the Deed of Trust.

WITNESS my hand this the 10th day of July, 19 85.

Billy Higginbotham
BILLY HIGGINBOTHAM
Substitute Trustee

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me Brenda S. Archbold, a Notary Public in and for the State and County aforesaid, duly commissioned and qualified, Billy Higginbotham, the within named bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument as Substitute Trustee for the purposes therein contained.

WITNESS my hand and Official Seal this the 10th day of July, 19 85.

Brenda S. Archbold
Notary Public BRENDA S. ARCHBOLD

My Commission expires: JUL 17 1988

VA Form 26-121(320)
July 1968