NAME: Randy C. Kilburn
S&K#: 89-8-595
LOAN#: 470751

SUBSTITUTE TRUSTEE'S DEED BOOK 7984 PAGE 124

WHEREAS, by Deed of Trust dated July 25, 1988, recorded in Book 7610, Pages 925-926, in the Register's Office of Davidson County, Tennessee, Randy C. Kilburn and wife, Linda D. Kilburn, conveyed to Billy Bushulen, Thomas Staten & Brenda Archbold, Trustee, the hereinafter described property for the purpose of securing the payment of the indebtedness and performance of the obligations therein mentioned and set forth; and,

WHEREAS, the holder of the debt secured appointed the undersigned as Substitute Trustee by Instrument of record in Book 7937, Page 650, in the Register's Office of Davidson County, Tennessee; and,

WHEREAS, default was made in the terms and conditions of said Deed of Trust, and the beneficiary requested the undersigned to advertise and sell said property under the terms and provisions of said Deed of Trust; and,

WHEREAS in pursuance of said request by said beneficiary, the said property was by the undersigned, advertised for sale in conformity with the terms and provisions of sale Deed of Trust by which advertisement the sale was appointed to he held on Wednesday, November 8, 1989, at the Davidson County Courthouse in Nashville, Tennessee, at 11:00 a.m.; and,

WHEREAS, at the time and place mentioned in said advertisement, the undersigned offered said property for sale at public outcry to the highest and best bidder for cash at which time the said property was struck off and sold to Chemical Bank, not in its individual capacity but as a sole trustee for American Housing Trust II., whose address is c/o National Mortgage Company, P.O. Box 2098, Memphis, TN 38101-2098, at and for the sum of $27,096.50, that being the highest and best bid offered; and,

WHEREAS, the purchaser, being the holder of the indebtedness has complied with the terms of the sale by paying into the hands of the undersigned Substitute Trustee the expenses of the sale, the balance being applied upon said indebtedness for which property was sold.

NOW, THEREFORE, in consideration of the premises and the payment by Chemical Bank, not in its individual capacity but as a sole trustee for American Housing Trust II., the sum of money so paid, receipt of which is hereby acknowledged, the undersigned, Joe M. Kirsch, as Substitute Trustee, does hereby grant, bargain, sell and convey to the said Chemical Bank, not in its individual capacity but as a sole trustee for American Housing Trust II., its successors and assigns, in fee simple forever, the property above mentioned and now further described as being in Madison, County of Davidson, State of Tennessee, to-wit:

Land in Davidson County, Tennessee, being Lot No. 28 of Block "G" on the Plan of East Lawn, as of record in Book 547, Page 153 and 154, Register's Office for said County, to which Plat reference is hereby made for a more complete description of said lot.

The grantor received title to the above-captioned real estate by Deed of Trust of record in Book 7610, Pages 925-926, Register's Office of Davidson County, Tennessee.

Subject to any unpaid taxes, easements and restrictions.

TO HAVE AND TO HOLD the said real property above described, together with the privileges and appurtenances and hereditaments thereunto belonging or in any wise appertaining unto Chemical Bank, not in its individual capacity but as a sole trustee for American Housing Trust II., its successors and assigns, in fee simple forever, to whom the said Joe M. Kirsch, Substitute Trustee, warrants the title to the aforesaid real property against the lawful claims of all persons claiming by, through or under him, as such Substitute Trustee, but not further or otherwise.

IN WITNESS WHEREOF, the said Joe M. Kirsch, Substitute Trustee, has hereunto set his hand and seal on Wednesday, November 8, 1989.

Joe M. Kirsch, Substitute Trustee

STATE OF TENNESSEE
COUNTY OF SHELBY

On Wednesday, November 8, 1989, before me, a Notary Public, in and for said State and County, duly commissioned and qualified, personally appeared Joe M. Kirsch, to me known to be the person described in and who executed the foregoing instruments, and acknowledged that he executed the same as Substitute Trustee and as his free act and deed.

WITNESS my hand and Notarial Seal at Office the day and year above written.

Notary Public

TRACY L. BOWER
Notary Public
Shelby County, Tennessee
My Commission Expires May 25, 1993

I, or we, hereby swear or affirm that to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater is $27,096.50 which amount is equal to or greater that the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me on Wednesday, November 8, 1989.

Notary Public

TRACY L. BOWER
Notary Public
Shelby County, Tennessee
My Commission Expires May 25, 1993

PROPERTY ADDRESS: 1400 Florence Ave., Madison, TN 37115

PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:
Chemical Bank, not in its individual capacity but as a sole trustee for American Housing Trust II.
c/o National Mortgage Company
P.O. Box 2098
Memphis, TN 38101-2098

Mail

THIS INSTRUMENT PREPARED BY:
LAW OFFICES OF SHAPIRO AND KIRSCH
P.O. Box 241155
Memphis, TN 38124-1155
S & K #:89-8-595

34 13 189

RETURN TO NATIONAL MORTGAGE COMPANY

4405 11/15 0101 03CHECK 6.00

IDENTIF. TREFERENCE

Nov 15 10 15 AM '89

FELIX Z. [illegible]
DAVIDSON COUNTY TN.

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