THIS INSTRUMENT PREPARED BY: **MICHAEL W. EDWARDS, Attorney at Law**
177 East Main Street, Hendersonville, TN 37075
(FROM INFORMATION PROVIDED BY PARTIES)

BOOK 9566 PG 95

MAP 105-9
PARCEL 389

SEND TAX BILLS TO: (New Owner)
NGH Credit Union
72 Hermitage Avenue
Nashville, TN 37210

DEED BY TRUSTEE UNDER FORECLOSURE

THIS DEED made and entered into this *29th day of December, 1994*, by and between **MICHAEL W. EDWARDS,** *Trustee*, hereinafter referred to as "PARTY OF THE FIRST PART"; and **NGH CREDIT UNION**, with full power to sell, convey, mortgage, encumber, transfer or otherwise deal with said property in any manner without joinder of beneficiary, hereinafter referred to as "PARTY OF THE SECOND PART."

W I T N E S S E T H :

THAT, WHEREAS, BERTHA E. BATEY, unmarried, did convey in trust to *MICHAEL W. EDWARDS, Trustee*, upon the land hereinafter described, a Deed of Trust dated May 31, 1990, and recorded in Book 8199, page 71, Register's Office for Davidson County, Tennessee, to secure the payment of a certain promissory note in the amount of *Forty Thousand Four Hundred and 00/100 Dollars ($40,400.00)*, payable to the order of NGH CREDIT UNION, all as fully set forth in said Deed of Trust, which note is now held by NGH CREDIT UNION.

THAT, WHEREAS, the indebtedness thereby secured in the above described Deed of Trust being overdue and unpaid, and having called upon the said *Trustee* to foreclose said Deed of Trust, said *Trustee*, after due advertisement as required by law, and upon the terms of the Deed of Trust, offered said land for sale at the Courthouse in Nashville, Davidson County, Tennessee, on the 29th day of December, 1994, at 12:00 noon, Central Standard Time, when and where **NGH CREDIT UNION** became the last and highest bidder at

the price of *Thirty-two Thousand Nine Hundred Seventy-eight and 51/100 Dollars ($32,978.51).*

NOW, THEREFORE, the said **MICHAEL W. EDWARDS,** *Trustee* as aforesaid, in consideration of the premises and the said sum aforesaid, has bargained and sold, and by these presents does bargain, sell, transfer and convey unto the said **NGH CREDIT UNION**, its heirs and assigns, the land sold as aforesaid, the same lying and being in the **County of Davidson**, State of Tennessee, and described as follows:

> LAND in the Davidson County, Tennessee, being part of Lot No. 33 in the Waverly Land Company's Plan of Lots, as of record in Book 57, page 95, Register's Office for said county, described as follows:
>
> BEGINNING at the northeast corner of the intersection of Acklen Avenue, formerly Prospect Avenue, and Tenth Avenue South, formerly Currey Street; running thence eastwardly with the southerly margin of said Lot No. 33 on the northerly margin of said Acklen Avenue 51 feet; thence northwardly through said Lot No. 33, 225 feet to an alley in the rear; thence westwardly with the southerly margin of said alley, 36 feet 3-3/4 inches to the easterly margin of 10th Avenue South; thence southwardly along the easterly margin of said 10th Avenue South, 225 feet to the place of beginning.
>
> BEING the same property conveyed to Bertha E. Batey, an unmarried woman, by deed from Ernest R. Gant and wife, Willie Trudo Gant, of record in Book 8167, page 856, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD said lands and premises together with all privileges and appurtenances thereunto, belonging to **NGH CREDIT UNION**, its heirs and assigns forever, in as full and ample a manner as the said *Trustee* has the power to convey the same, but the said *Trustee* does not warrant the title to this property in any manner whatsoever except as to the power vested to him to convey same.

IN TESTIMONY WHEREOF, the said **MICHAEL W. EDWARDS**, *Trustee*, as hereinabove stated, has hereunto set his signature the day and year first above written.

MICHAEL W. EDWARDS
Trustee

STATE OF TENNESSEE)
COUNTY OF SUMNER)

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared **MICHAEL W. EDWARDS**, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office in Hendersonville, Tennessee, this 29 day of December, 1994.

Cindy Finch
NOTARY PUBLIC

My Commission Expires: 10/7/97

STATE OF TENNESSEE)
COUNTY OF SUMNER)

I affirm and make oath that the actual consideration for this transfer or value of the property transferred, whichever is greater, is *Thirty-two Thousand Nine Hundred Seventy-eight and 51/100 Dollars ($32,978.51)* which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

AFFIANT

Sworn to and subscribed before me, this 29th day of Dec., 1994.

Cindy Finch
NOTARY PUBLIC

My Commission Expires: 10/7/97

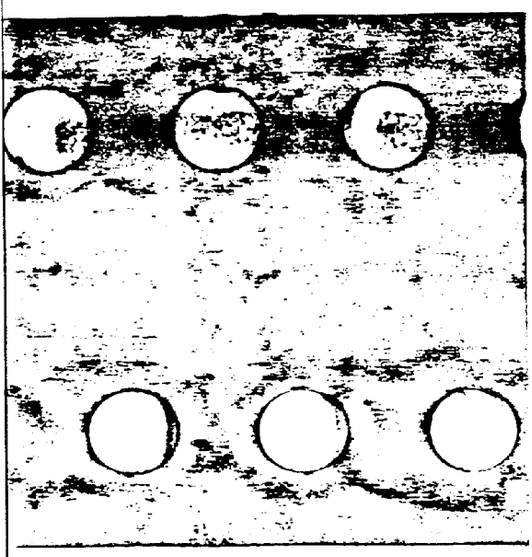
23492

IDENTIFICATION REFERENCE

95 JAN -6 AM 9:55

REGISTER
DAVIDSON COUNTY, TN.

9925 01/06 0101 03CHECK 135.10



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

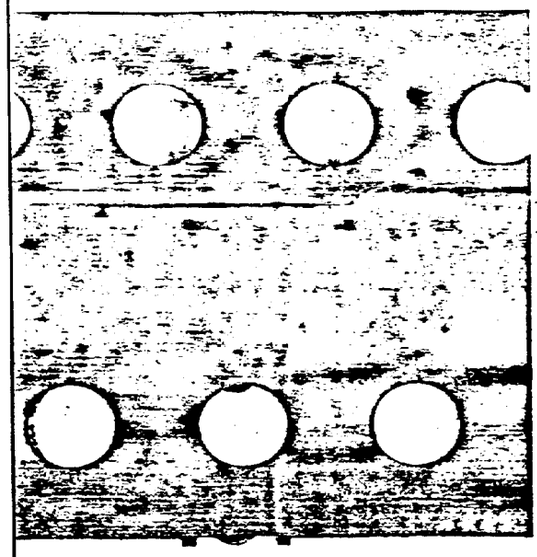
RECEIVED OF _____

FOR _____

BOOK 9566 PG 98

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID



MAMT	32978.51
MOR TX	122.10
PRFEE	1.00
TDEED	12.00
TOTAL	135.10
CHECK	135.10

01/06/95 01 09:54 0001 9925

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

23492
IDENTIF. ↑ REFERENCE

95 JAN -6 AM 9:55

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN.

No. 869792