book 9571 pg 517

25372

IDENTIFICATION REFERENCE
PICK-UP
95 JAN 13 PM 4:09

This instrument prepared by:

Gregory D. Smith
WILLIS & KNIGHT
215 Second Avenue North
Nashville, Tennessee 37201

TRUSTEE'S DEED

This Deed is executed to be effective as of the 12th day of January, 1995, from Gregory D. Smith as grantor, in his capacity as substitute trustee, to AEDC Federal Credit Union as grantee.

WITNESSETH:

WHEREAS, on September 26, 1988, Alvin Morton, a resident of Davidson County, Tennessee, executed a Deed of Trust (the "Deed of Trust") to Ray H. Bass, Trustee, to secure the prompt payment of certain indebtedness payable to Auto Glass Employees Federal Credit Union, now known as AEDC Federal Credit Union ("Beneficiary"), which indebtedness is evidenced in part by a promissory note (the "Note") as is more particularly described in the Deed of Trust, which is of record in the Register's Office of Davidson County, Tennessee in Book 7616, Page 644, to which reference is hereby made; and

WHEREAS, default was made in the payment of the Note and the performance of the covenants made in the Deed of Trust, by reason of which the entire balance owing thereunder was declared to be due and payable; and

WHEREAS, by virtue of the power and authority vested in me as Substitute Trustee under the Deed of Trust, at the request of Beneficiary, being the owner and holder of the indebtedness secured thereby, and for the purposes of effecting payment in satisfaction of the indebtedness, including principal, interest, attorney's fees and costs of sale, I, Gregory D. Smith, as Substitute Trustee did on January 5, 1995, commencing at 12:00 o'clock p.m. pursuant to advertisement published in **The Nashville Record**, in the editions of December 15, 1994, December 22, 1994 and December 29, 1994, offer for sale and sold at public outcry to the highest and best bidder for cash, in bar of all equities of redemption, statutory redemption, dower and homestead, the hereinafter described real

estate, at which such sale AEDC Federal Credit Union became the highest and best bidder at and for the sum of Thirty-Eight Thousand Dollars ($38,000); and

WHEREAS, the proceeds of such sale have been applied in payment of the advertising charge of $249.00, attorney's fees, and all other costs of sale, and the balance applied as a payment or credit on the Note thereby secured;

NOW, THEREFORE, I, Gregory D. Smith, Substitute Trustee, exercising the power and authority vested in me, and in bar of the equities of redemption, statutory redemption, dower and homestead, do hereby sell, transfer and convey unto AEDC Federal Credit Union as grantee the following described real estate having an address of 1016 Seymour Avenue, Apt. D, Nashville, Davidson County, Tennessee, 37206:

> Land in Davidson County, Tennessee, being the easterly 75 feet of the westerly 100 feet of the northerly 155 feet of Lot No. 59 on the Plan of Stratton and Seymour's Addition to Edgefield, now East Nashville, as of record in Book 57, page 23, Register's Office for Davidson County. Said part of Lot No. 59 fronts 75 feet on the southerly side of Seymour Avenue and runs between parallel lines 155 feet to a proposed alley.
>
> Being the same property conveyed to Alvin Cannon Morton and Arthur L. Cannon by deed from Evelyn Flatt, unmarried, of record in Book 7616, page 641, Register's Office for Davidson County, Tennessee.
>
> The above described property is improved property.

The sale was advertised and made as trustee only, without covenants or warranties of title, express or implies, subject to any governmental zoning or subdivision ordinances and further subject to any unpaid taxes or assessments owing on the property and this conveyance is so made. However, grantor, as Substitute Trustee, but not otherwise, hereby assigns and sets over to grantee all of the covenants and warranties contained in the Deed of Trust and in any prior deeds referred to in said Deed of Trust.

IN WITNESS WHEREOF, I, Gregory D. Smith, substitute trustee, have executed this instrument to be effective this 13th day of January, 1995.

Gregory D. Smith

ACKNOWLEDGEMENT

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

2057 01/13 0101 03CHECK 12.00

Before me, Patricia D. Earnhardt, a notary public for the State and County aforesaid, personally appeared Gregory D. Smith, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and executed the foregoing instrument for the purpose therein contained.

WITNESS my hand and seal this 13th day of January, 1995.

Patricia D. Earnhardt
NOTARY PUBLIC

PATRICIA D. EARNHARDT NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TN

My Commission Expires: Jan. 24, 1998

I hereby swear or affirm that to the best of affiant's knowledge, information and belief, the actual consideration for the transfer is $38,000.00.

AFFIANT/Substitute Trustee

Subscribed and sworn to before me this 13th day of January, 1995

Patricia D. Earnhardt
NOTARY PUBLIC

NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TN

My Commission Expires: Jan. 24, 1998