This Instrument Prepared by:

Leitner, Warner, Moffitt,
Williams, Dooley & Napolitan
2300 First American Center
Nashville, Tennessee 37238-2300

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $ 129,527.05 (Tax Exempt).

AFFIANT

Subscribed and sworn to before me, this the 29th day of March, 1996.

NOTARY PUBLIC

My commission expires: 3-21-98

96 MAR 29 PM 3:04
FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN.

PICK-UP

0165599
IDENTIF. # REFERENCE

ADDRESS NEW OWNER:
Secretary of Housing and
Urban Development
251 Cumberland Bend Drive
Suite 200
Nashville, TN 37228-1803

SEND TAX BILLS TO
Same

MAP-PARCEL NO.:
104-14-0-C 006.00CO

SUCCESSOR TRUSTEE'S DEED

THIS INDENTURE, made and entered into on this the 29th day of March, 1996, by and between Elizabeth M. Wilson, Successor Trustee, hereinafter referred to as the "FIRST PARTY," and Secretary of Housing and Urban Development, its successor and assigns, hereinafter referred to as the "SECOND PARTY,"

WITNESSETH:

WHEREAS, on the **31st day of March, 1988**, **Julia C. Cruze, unmarried** executed a deed of trust to **D. J. Atkins and Harold I. Brooks** Trustee, to secure the payment of a promissory note in the original principal amount of **$80,510.00** payable to the order of **Sovran Mortgage Corporation ("Lender")** (the "Note"), said Note being payable in monthly installments as set forth in said deed of trust, which is of record in **Book 7507, page 150** Register's Office of **Davidson** County, Tennessee, (the "Deed of Trust"), to which reference is hereby made; and

WHEREAS, Lender assigned the Deed of Trust to Barclays American Mortgage Corporation which assigned the Deed of Trust to the Secretary of Housing and Urban Development; and

WHEREAS, the trustee named in the Deed of Trust was unable to act as Trustee under said Deed of Trust and Elizabeth M. Wilson was appointed Successor Trustee by the owner and holder of said Note, which appointment is of record in **Book 9971, page 251**, in the Register's Office for **Davidson** County, Tennessee; and,

WHEREAS, default was made in the payment of said 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, 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 Nashville Record on March 7, 14, 21, 1996; and,

WHEREAS, FIRST PARTY appeared at the time and place stated and caused the said property to be sold at the front door of the Courthouse in said County, Tennessee, on March 29, 1996; and,

WHEREAS, SECOND PARTY, being the highest and best bidder thereof, became the purchaser of said property at and for the sum of One Hundred Twenty-nine Thousand Five Hundred Twenty-seven & 05/100 Dollars ($129,527.05), and said sum of said bid having been paid or credited, the receipt thereof 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 Davidson County, Tennessee:

> A certain condominium apartment in Davidson County, Tennessee, being Unit No. 6 on the plan of condominium site of Linmar Place, established by Exhibit "C" of Master Deed and By-Laws of record in Book 6892, page 724, Register's Office for said County, to which plan and record thereof are incorporated herein and made a part hereof by reference.
>
> Being the same property conveyed to Julia C. Cruze, unmarried by deed of record in Book 7507, page 147 said Register's Office.

This property is known as **2709 Linmar Place, Unit #6, Nashville, 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.

This conveyance is subject to any and all taxes that may be a lien against said property, restrictive covenants, easements and all other matters of record including but not limited to Master Deed of record in Book 6892, page 724 and in Book 7213, page 129 and Book 7374, page 800, said Register's Office. This conveyance is also subject to the right of redemption of the Internal Revenue Service of the United States of America, pursuant to the provisions of 26 U.S.C. § 7425, by virtue of federal tax liens of record in Book 8293, page 851 said Register's Office. Proper notice as required by 26 U.S.C. § 7425 has been timely given by certified mail, return receipt as provided for in 26 U.S.C. § 7425.

AND, Elizabeth M. Wilson, Successor Trustee, does further covenant and bind her successors and assigns to warrant and defend the title to said land only as to such title coming by, through or under her as trustee to the said SECOND PARTY, its successors and assigns, and not otherwise.

IN WITNESS WHEREOF, FIRST PARTY has hereunto set her signature, this the day and date above written.

Elizabeth M. Wilson
Successor Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, a Notary Public, in and for the State and County aforesaid, personally appeared Elizabeth M. Wilson, Successor Trustee, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who upon her oath acknowledged herself to be the person who executed this instrument for the purposes therein expressed.

WITNESS my hand and seal this 29th day of March, 1996.

NOTARY PUBLIC

My commission expires:
3-21-98

C:\HUD\CRUZE.DED

03/CHECK

3.00