BOOK 10513 PG 777

This Instrument Prepared by:

Leitner, Williams
Dooley & Napolitan, PLLC
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 $82,041.65 (Tax Exempt).

AFFIANT

Subscribed and sworn to before me, this the 20th day of June, 1997.

NOTARY PUBLIC

My commission expires: 3-21-98

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.:
50-3-06800

LINDA K. DEMARINO NOTARY PUBLIC AT LARGE DAVIDSON CO. TN.

FILED FOR REFERENCE
JUL 7 PM 3:58
DAVIDSON COUNTY, TN.
LINDA T. WILSON II REGISTER
0322005

SUCCESSOR TRUSTEE'S DEED

THIS INDENTURE, made and entered into on this the 20th day of June, 1997, 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 **29th day of January, 1988, Wendell L. Asberry and wife, Donna K. Asberry,** executed a deed of trust to **Phillip Stephen Freeman**, Trustee, to secure the payment of a promissory note in the original principal amount of **$68,850.00** payable to the order of **Century Mortgage Corporation Tennessee, Inc., ("Lender")** (the "Note"), said Note being payable in monthly installments as set forth in said deed of trust, which is of record in **Book 7462, page 201,** 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 various entities, which was assigned to the Secretary of Housing and Urban Development ("HUD") by assignment of record in said Register's Office; 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 10463, page 218**, in the Register's Office for **Davidson** County; 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 May 29 and June 5 and 12, 1997; 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 June 20, 1997; and,

WHEREAS, SECOND PARTY, being the highest and best bidder thereof, became the purchaser of said property at and for the sum of Eighty Two thousand Forty One and 65/100 ($82,041.65) Dollars 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:

> Lot No. 127 on the Plan of Bellshire Terrace, Section Two, of record in Book 6250, page 673, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate description.
>
> Being the same property conveyed to Wendell L. Asberry et ux by deed of record in Book 7462, page 198, said Register's Office.
>
> This property is known as **1233 Tuckahoe, 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 including delinquent real property taxes, the recorded plat, condominium documents and restrictions, restrictive covenants, easements and matters of record or other matters which may be superior to the Deed of Trust.

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

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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 20th day of June, 1997.

NOTARY PUBLIC

My commission expires: 3-21-98

C:\HUD\ASBERRY.DED

LYNDA K. JOWERS NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TN