SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by Deed of Trust dated the 11th day of July, 1994 and recorded in the Register's Office of Davidson County, Tennessee, at **Book 9407, Page 265**, Sherman V. Canterbury conveyed to D. M. Grisham, as Trustee, the hereinafter described property for the purpose of securing payment of the indebtedness and performance of the obligations therein mentioned and set forth; and

WHEREAS, **Sharon D. Bishop** was appointed Substitute Trustee by instrument of record in the Register's Office of Davidson County, Tennessee; and

WHEREAS, default has been made in the payment of said indebtedness and the performance of said obligations thereby secured to be paid and performed, and the holder of said Deed of Trust requested the undersigned to advertise and sell said property under the terms and provisions of said Deed of Trust; and

WHEREAS, the property was advertised for sale in conformity with the laws of Tennessee and the terms and provisions of said Deed of Trust on December 11, 18, and 25, 1997, in THE NASHVILLE RECORD, by which advertisement the sale was held on the 8th day of January, 1998, at the main South entrance of the Davidson County Courthouse, Nashville, Tennessee, in bar of the equities of redemption, dower, and homestead; and

WHEREAS, at the time and place mentioned in said advertisement, Rick Piliponis, the undersigned's agent, offered said property for sale at public outcry to the highest and best bidder for cash, at which sale **GE Capital Mortgage Services, Inc.**, being the highest, best and last bidder, became the purchaser of said property at and for the sum of $8,929.07; and

WHEREAS, the said GE Capital Mortgage Services, Inc. has assigned its interests in the said property to the Secretary of Housing and Urban Development, Washington, D. C., his successors and assigns; and

WHEREAS, the said GE Capital Mortgage Services, Inc., being the owner of the debt for which said property was sold, has complied with the terms of sale by paying into the hands of the undersigned Substitute Trustee the expenses of the sale, the balance of the purchase price being credited on the indebtedness secured by said Deed of Trust;

NOW, THEREFORE, in consideration of the premises and of the payment by GE Capital Mortgage Services, Inc. as aforesaid, of the said sum of money, receipt of which payment is hereby acknowledged, the undersigned **Sharon D. Bishop**, as Substitute Trustee, does hereby grant, bargain, sell and convey unto the **Secretary of Housing and Urban Development**, Washington, D. C., his successors and assigns, in fee simple forever, the following described reai property situated in the County of Davidson, State of Tennessee:

See Exhibit "A"

TO HAVE AND TO HOLD the property described above, together with the privileges, appurtenances, and hereditaments thereunto belonging or in any way appertaining unto the said **Secretary of Housing and Urban Development**, Washington, D. C., his successors and assigns forever, to whom the said, **Sharon D. Bishop**, as Substitute Trustee, warrants the title to the aforesaid property against the lawful claims and demands of all persons claiming by, through or under her, but not further nor otherwise.

1264 09/16 0101 03CHECK 14.00

MAIL ENV.

98 SEP 16 AM 9:03

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

IDENTIF. & REFERENCE

0488297

IN TESTIMONY WHEREOF, **Sharon D. Bishop**, Substitute Trustee, has hereunto set her hand, this 8th day of January, 1998.

Sharon D. Bishop
Sharon D. Bishop, Substitute Trustee

STATE OF GEORGIA
COUNTY OF Gwinnett

On this 8th day of January, 1998, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared **Sharon D. Bishop**, Substitute Trustee, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

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

Rebecca L. Miller
Notary Public
My Commission Expires: Notary Public, Gwinnett County Georgia My Commission Expires October 26, 1998

REBECCA L. MILLER NOTARY PUBLIC GWINNETT COUNTY, GEORGIA

NO TAX - GOVERNMENTAL AGENCY

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MS&P#: 156.960909TN Canterbury
GE Capital Loan#: 714480258
Property Address: 6291 Old Hickory Blvd., Whites Creek, TN 37189
Tax Parcel ID No.: Map 38, Parcel 76

THIS INSTRUMENT PREPARED BY & RETURN TO:
Sharon D. Bishop, Attorney
Morris, Schneider & Prior, L.L.C.
3300 NE Expressway, Suite 8B
Atlanta, Georgia 30341

Mail Tax Notices To and Property Owner:
Secretary of Housing and Urban Development
Cumberland Bend Office Center
251 Cumbertland Bend Drive, Suite 200
Nashville, Tennessee 37228-1803
Attention: Single Family Property Disposition Branch

EXHIBIT "A"

Land in the 14th, formerly the 24th Civil District of said county and state, described according to a survey made by James A. Hamilton, Jr., Surveyor, dated September 25, 1948, as follows:

BEGINNING at a post on the northwesterly margin of Old Hickory Boulevard, being in the eastern boundary line of a tract of land owned by John L. Carney; thence with the northwesterly margin of said Boulevard; north 37 degrees 25' east, 137 feet; north 50 degrees 35' east, 60 feet; north 39 degrees 25' west, 10 feet; north 50 degrees 35' east, 87 feet; north 61 degrees east, 124 feet; north 29 degrees west, 15 feet; north 61 degrees east, 150 feet; south 29 degrees east, 25 feet; north 61 degrees east, 130 feet; and north 56 degrees 50' east, 231.37 feet to an iron pin; thence north 43 degrees 20' west, 247.86 feet to the southeastern boundary line of the property owned by Briggs Guy; thence with Guy's line, south 46 degrees 40' west, 785.2 feet to the northeast corner of said Carney property; thence with the eastern boundary line of said Carney property, south 2 degrees 30' west, 185 feet to the beginning, containing 2.91 acres, more or less.

INCLUDED IN THE ABOVE, BUT SPECIFICALLY EXCLUDED THEREFROM, IS THE FOLLOWING DESCRIBED PROPERTY:

A tract of land in the 14th, formerly the 24th, Civil District of said county, described according to a survey made by Ralph W. C. Lambert, Surveyor, dated January 21, 1964, as revised, as follows:

BEGINNING at an iron pin in the northwesterly margin of Old Hickory Boulevard, being the southwesterly corner of a tract of land owned by Carl M. Brent; thence north 43 degrees 20' west, 247.86 feet to an iron pin; thence south 46 degrees 40' west, 150 feet to an iron pin; thence south 43 degrees 50' east, 221.5 feet to an iron pin in the northwesterly margin of Old Hickory Boulevard; thence north 56 degrees 50' east, 150 feet along said Boulevard to the POINT OF BEGINNING.