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mail

RESIDENTIAL TITLE
& ESCROW CORP.
599 W. Sam Ridley Pkwy #107
Smyrna, TN 37167

This Instrument Prepared By:
James David Nave, Esquire
HIX GRAY & NAVE, PLLC
1620 First American Center
315 Deaderick Street
Nashville, Tennessee 37238-1620

Address New Owner(s):	Send Tax Bills To:	Map & Parcel Nos.:
Gail Edward McMillon	SAME	93-13-A-402
11 Music Square E. #413		
Nashville TN 37203		

TRUSTEE'S DEED

WHEREAS, default was made in the terms, conditions and payments provided for and made in a Deed of Trust dated January 17, 1996, executed by SMH, Inc., to David B. Gray, Trustee, of record in Book 9920, page 595, Register's Office for Davidson County, Tennessee ("the Deed of Trust"); and

WHEREAS, David B. Gray, Trustee, caused certain real property described in the Deed of Trust ("the Property") to be advertised in accordance with the provisions of the Deed of Trust, advertising that the Property would be sold at 11:15 o'clock a.m., prevailing time on Friday, July 30, 1999, at the South front door of the Davidson County Courthouse, Nashville, Davidson County, Tennessee, to be knocked off and sold to the highest, best and last bidder for cash, and free from the equity of redemption, homestead, dower, and all other exemptions as provided in the Deed of Trust; but subject to any and all mortgages, liens, claims, and unpaid taxes which may be a lien against said property; and

WHEREAS, the Trustee's agent personally appeared and offered said property for sale at public outcry and the highest, best, and last bid received was the sum of Sixty-six Thousand and 00/100 Dollars ($66,000.00), by Gail Edward McMillon (hereinafter referred to as "the Grantee"), and the Property was knocked off and sold to the Grantee.

NOW, THEREFORE, in consideration of the premises and sum of Sixty-six Thousand and 00/100 Dollars ($66,000.00) paid by the Grantee, David B. Gray, Trustee, has this day bargained and sold and, by the premises, does transfer and convey to Grantee, its successors, heirs and assigns, a certain tract or parcel of land situated in Davidson County, Tennessee, and described as follows:

DESCRIPTION

LAND in Davidson County, Tennessee, being Unit No. 402 of Spence Manor Condominiums created under Title 66, Chapter 27, Section 101, et. seq., as amended, Tennessee Code Annotated, as established by a Master Deed of record in Book 6794, page 219, Register's Office for Davidson County, Tennessee, together with the undivided percentage interest in the common elements appurtenant to said Unit as set forth in Exhibit A-1 of said Master Deed. Reference is hereby made for the Plat of Spence Manor Condominiums as set forth in Exhibit A-2 of said Master Deed for a more complete identification and description of such Unit.

BEING the same property conveyed to SMH, Inc., by Deed of Record in Book 9920, page 590, Register's Office of Davidson County, Tennessee.

To have and to hold the said tract or parcel of land with the appurtenances, estate, title and interest thereto belonging to the Grantee, its successors, heirs and assigns forever.

And the Trustee covenants with the Grantee that he is lawfully seized and possessed of said real property as Trustee only and, by the terms of the Deed of Trust, has a good right to sell and convey the same and that same is unencumbered except for any and all mortgages, liens, claims, and any and all unpaid taxes that may be a lien against said real estate.

The Trustee further covenants and binds himself, his successors and assigns, to warrant and forever defend the title to said real estate to the Grantee, its successors, heirs and assigns, against the lawful claims of any persons claiming by or through him as Trustee, but no further or otherwise; it being the intention of the Trustee only to convey to Grantee no greater title in the subject real estate than he received as Trustee and that, as Trustee, he has the right to sell and convey.

This sale is subject to all matters shown on any applicable recorded master deed, plat or plan; any unpaid taxes which exist as a lien against said property; any restrictive covenants, easements or setback lines that may be applicable; any statutory rights of redemption not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal; and any prior encumbrances that may exist against the property. This sale is also subject to any matter that an

accurate survey of the premises might disclose.

Witness my hand this 8th day of October, 1999.

David B. Gray, Trustee

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public of this county, David B. Gray, Trustee, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 8th day of October, 1999.

NOTARY PUBLIC

My Commission Expires:

November 25, 2000

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $ 106,000.00.

AFFIANT

Subscribed and sworn before me on this 8th day of October, 1999.

NOTARY PUBLIC

My Commission Expires:

03-17-2003

06460081
RELEASE REFERENCE
99 OCT 13 AM 10:38
JILL BARNETT REGISTER
DAVIDSON COUNTY, TN.

OFFICIAL RECEIPT

BILL GARRETT
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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	CFEE	COMPUTER FEE	PRFEE	PROBATE FEE

33 STER TN.

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99 OCT 13 AM

JILL GARRETT REGI
DAVIDSON COUNTY.

0646081

REFERENCE

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

No. 1527156