THIS INSTRUMENT PREPARED BY AND RETURN TO
LAW OFFICES OF SHAPIRO & KIRSCH, L.L.P.
6750 Lenox Center Court, Suite 202
MEMPHIS, TN 38115

NAME: Terri L. Hewitt,
S&K#: 00-0030
LOAN#: 1264019



Instr:200005150048413 Page: 1 OF 3
REC'D FOR REC 05/15/2000 9:41:10AM
RECORD FEE: $15.00
M. TAX: $0.00 T. TAX: $66.23

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by Deed of Trust dated April 1, 1997, recorded in Book 10415, Page 726, Register's Office of DAVIDSON County, Tennessee, Robert E. Hewitt and Terri L. Hewitt, husband and wife, as joint tenants, conveyed to G. Ronald Hall, Trustee, the hereinafter described property for the purpose of securing the payment of the indebtedness and performance of the obligations therein mentioned and set forth; and,

WHEREAS, the holder of the debt secured appointed the undersigned as Substitute Trustee by Instrument of record in Instrument 200002070012604, in the Register's Office of DAVIDSON County, Tennessee; and,

WHEREAS, default was made in the terms and conditions of said Deed of Trust, and the beneficiary requested the undersigned to advertise and sell said property under the terms and provisions of said Deed of Trust; and,

WHEREAS in pursuance of said request by said beneficiary, the said property was by the undersigned, advertised for sale in conformity with the terms and provisions of sale Deed of Trust by which advertisement the sale was appointed to be held on May 3, 2000, at the DAVIDSON County Courthouse in Nashville, Tennessee, at 10:00 a.m.; and,

WHEREAS, at the time and place mentioned in said advertisement, the undersigned offered said property for sale at public outcry to the highest and best bidder for cash at which time the said property was struck off and sold to Fairbanks Capital Corp., whose address is 3815 South West Temple, Salt Lake City, UT 84115-4412, at and for the sum of $17,900.00, that being the highest and best bid offered; and,

WHEREAS, the purchaser, being the holder of the indebtedness has complied with the terms of the sale by paying into the hands of the undersigned Substitute Trustee the expenses of the sale, the balance being applied upon said indebtedness for which property was sold.

NOW, THEREFORE, in consideration of the premises and the payment by Fairbanks Capital Corp., the sum of money so paid, receipt of which is hereby acknowledged, the undersigned, Joe M. Kirsch, as Substitute Trustee, does hereby grant, bargain, sell and convey to the said First Union National Bank, as Trustee under the Pooling and Servicing Agreement, dated as of June 1, 1999, relating to Fairbanks Capital Mortgage Loan Trust 1999-1, Asset-Backed Certificates, Series 199-1, its successors and assigns, in fee simple forever, the property above mentioned and now further described as being in Madison, County of DAVIDSON, State of Tennessee, to-wit:

Described property located in Davidson County, Tennessee, to wit:

Being Lot No. 3 on the Plan of Schoolside Heights, of record in Book 3700, Page 38, Register's Office of Davidson County, Tennessee, described as follows:

Said Lot No. 3 fronts 96 feet on the northeasterly side of Neely's Bend Road and extends back 146 feet on the northwesterly line and 91 feet on the southeasterly line to a dead line, measuring 111.1 feet thereon.

This legal description is identical with that in Deed recorded in Book 10415, Page 726, Register's Office of DAVIDSON County, Tennessee.

The grantor received title to the above-captioned real estate by Deed of Trust of record in Book 10415, Page 726, Register's Office of DAVIDSON County, Tennessee.

The last warranty deed of record is Warranty Deed, recorded in Book 9366, Page 890 and Quit Claim Deed in Book 10591, Page 663, Register's Office for DAVIDSON County, Tennessee.

Subject to any unpaid taxes, subdivision restrictions, building lines, easements and any other matter of record.

Subject to 1st Mortgage: Held by Norwest Mortgage, Inc.

TO HAVE AND TO HOLD the said real property above described, together with the privileges and appurtenances and hereditaments thereunto belonging or in any wise appertaining unto First Union National Bank, as Trustee under the Pooling and Servicing Agreement, dated as of June 1, 1999, relating to Fairbanks Capital Mortgage Loan Trust 1999-1, Asset-Backed Certificates, Series 1999-1., its successors and assigns, in fee simple forever, to whom the said Joe M. Kirsch, Substitute Trustee, warrants the title to the aforesaid real property against the lawful claims of all persons claiming by, through or under him, as such Substitute Trustee, but not further or otherwise.

IN WITNESS WHEREOF, the said Joe M. Kirsch, Substitute Trustee, has hereunto set his hand and seal on the date written below.

Joe M. Kirsch, Substitute Trustee

STATE OF TENNESSEE
COUNTY OF SHELBY

On the 4th day of May, 2000, before me, a Notary Public, in and for said State and County, duly commissioned and qualified, personally appeared Joe M. Kirsch, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as Substitute Trustee and as his free act and deed.

WITNESS my hand and Notarial Seal at Office the 4th day of May, 2000.

MARTHA F. CALLOWAY NOTARY PUBLIC AT LARGE SHELBY CO. TN MY COMM. EXP. 1-20-2004

Notary Public

I, or we, hereby swear or affirm that to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer is $ 17,900.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me on the 4th day of May, 2000.



Notary Public

PROPERTY ADDRESS: 1225 Neely's Bend Road, , Madison, TN, 37115

PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:
Fairbanks Capital Corp.
3815 South West Temple
Salt Lake City, UT 84115-4412

S & K #:00-0030
Map & Parcel - 52 12/55