PICK-UP

THIS INSTRUMENT PREPARED BY:
B. Paul Hatcher, Attorney
Hardwick-Hogshead Building
600 Georgia Avenue, Suite Three
Chattanooga, Tennessee 37402

Davidson County DEEDTRS
Recvd: 11/02/00 12:17 3pgs
Fees:15.00 Taxes:259.58
20001102-0108872

TRUSTEE'S DEED

THIS INDENTURE, made this the 2nd day of **November, 2000**, by and between **B. PAUL HATCHER**, Substitute Trustee, of Chattanooga, Hamilton County, Tennessee, First Party, and **MATRIX CAPITAL BANK,** Second Party:

W I T N E S S E T H:

WHEREAS, on the 13th day of November, 1991, **RICHARD W. BAKER and wife, PAULA R. BAKER**, did duly execute to Neldia J. Moore, Trustee, a certain Deed of Trust Note, which was duly registered in the Register's Office for Davidson County, Tennessee, in **Book 8487 page 957** ("Deed of Trust"), and whereby did convey the hereinafter described property situated in Davidson County, State of Tennessee, to-wit:

LOCATED IN DAVIDSON COUNTY, TENNESSEE:

Being Lot No. 26 of Rachel's Square, Section II, as shown on the Amendment and Revision of Rachel's Square I and II, of record in Plat Book 6250, page 538 through 543, Register's Office for said County, to which reference is made for a more complete description.

Being the same property conveyed to Richard W. Baker and wife, Paula R. Baker by Cash Deed for Tennessee from Secretary of Housing and Urban Development of record in Book 8487, page 954, Register's Office for Davidson County, Tennessee.

SUBJECT TO Any governmental zoning and subdivision ordinances or regulations, if any, in effect thereon.

WHEREAS, Neldia J. Moore, Trustee, and her successor, the predecessors of First Party, were unable to serve and B. Paul Hatcher was named Substitute Trustee by instrument dated September 20, 2000, of record as Instrument Number **20001009-0100050**, in the Register's Office of Davidson County, Tennessee; and

WHEREAS, the Deed of Trust was made for the purpose of securing a certain indebtedness in the original principal amount of **Fifty-Six Thousand Two Hundred Seven Dollars and 00/100 cents ($56,207.00)**, as evidenced by that certain Note payable to Security Financial and Mortgage Corporation, who subsequently assigned all of its right, title and interest in the proceeds thereof to Second Party; and

WHEREAS, the same was not paid at maturity but default was made, and thereupon, at the request of the beneficiary of the Deed of Trust, the First Party hereto did duly advertise the said property of said Deed of Trust on October 12, 2000, October 19, 2000, and October 26, 2000, in the newspaper in Davidson County,

Tennessee which carries legal advertisements, to wit: *The Nashville Record*, giving the time, place and terms of the sale; and

WHEREAS, on the **2nd** day of **November, 2000,** at or about **twelve o'clock noon** at the Main (South) Door of the Davidson County Courthouse, Nashville, Davidson County, Tennessee, at the time and place fixed, the said property was offered for sale at public auction for cash in hand and in bar of the right and equity of redemption, as provided in the Deed of Trust, and being cried for a reasonable time, was finally struck off to the Second Party, at its bid of **SEVENTY THOUSAND ONE HUNDRED FIFTY-SEVEN AND 71/100 DOLLARS ($70,157.71)**, it being the highest and best bidder, which sum was in hand paid and then applied as directed and provided by said Deed of Trust.

NOW, THEREFORE, in consideration of the premises and the sum aforesaid bid and paid, the First Party hereto, as Substitute Trustee, does hereby bargain, sell, transfer, and convey, unto the Second Party the parcel or lot of land hereinabove described, to have and to hold the same, together with all the hereditaments, improvements, buildings, easements, and appurtenances thereof and thereunto belonging and appertaining, as an inheritance in fee, and free from all right and equity of redemption in the makers of said Deed of Trust and all persons claiming through or under them, subject to any unpaid taxes, and also subject to any rights, reservations, restrictions and easements as shown by the public records.

First Party covenants that, as Substitute Trustee, he is lawfully seized of said property, has good right to convey, and will and does warrant unto said Second Party, their heirs, executors, administrators and assigns, the title to said property as against all persons claiming by, through or under First Party, but no further or otherwise.

WITNESS, my hand and seal at office in Hamilton County, Tennessee, this 2ND day of November, 2000.

B. PAUL HATCHER
SUBSTITUTE TRUSTEE

STATE OF TENNESSEE)
)
COUNTY OF HAMILTON)

Before me, the undersigned authority, personally appeared **B. Paul Hatcher, Substitute Trustee**, the within named bargainor, with whom I am personally acquainted, and who, upon oath, acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at office in Hamilton County, Tennessee, the 2nd day of November, 2000.

Notary Public

My Commission Expires:

2-5-2002

TAX MAP PARCEL NO.

Tax Map Parcel No. 075-07-0-201.00

NAME AND ADDRESS OF GRANTEES:

Matrix Financial Services Corp.
2133 W. Peoria Avenue
Phoenix, AZ 85029-4928

SEND TAX NOTICES TO:

Department of Housing and Urban Development
251 Cumberland Bend Drive, Suite 200
Nashville, TN 37228-1803

I hereby swear or affirm that the actual consideration or true value of this transfer, whichever is greater, is **$70,157.71**.

AFFIANT

Sworn to and subscribed before me
this 24th day of November, 2000.

Notary Public

My Commission Expires: 2-5-02