Davidson County DEEDTRS
Recvd: 03/19/01 12:58 4pgs
Fees:19.00 Taxes:222.00
20010319-0025992

THIS INSTRUMENT PREPARED BY:
Roger A. Sindle
Jones, Longmire & Sindle
103 Bluegrass Commons Boulevard
Post Office Box 738
Hendersonville, TN **37077-0738**
Telephone: (615) 824-3761

119-03 28

ADDRESS NEW OWNER: **MORTGAGEE:** **SEND TAX BILLS:**

CITADEL INVESTMENTS, INC. **NONE** **OWNER**
Post Office Box 1006
Hendersonville, TN 37077-1006

TRUSTEE'S DEED

ROGER A. SINDLE, of Hendersonville, Tennessee, herein referred to as "**GRANTOR**", as **Trustee** under the deed of trust hereinafter described, hereby grants and conveys to **CITADEL INVESTMENTS, INC., a Tennessee corporation**, herein referred to as "**GRANTEE**", without any covenant or warranty, express or implied, all of the real property situated in **Davidson** County, Tennessee, described as follows:

LAND in Davidson County, Tennessee, being Lot No. 69 on the Plan of Mertie Milwee Property of record in Book 2331, Page 117, Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description.

BEING the same property conveyed to Shawn Boyce by Warranty Deed of record in Book 11768, Page 524, Register's Office for Davidson County, Tennessee.

THIS CONVEYANCE is made pursuant to the powers conferred upon **GRANTOR**, as **Trustee** by that deed of trust as of record in Book 11768, Page 527, Register's Office for **Davidson** County, Tennessee, wherein trustor granted and conveyed to such trustee, on the trusts therein expressed, the property hereinafter described to secure, among other obligations, payment of that certain note and interest

described in the deed of trust, according to the terms thereof, and other sums of money advanced with interest thereon; and after the fulfillment of the conditions specified in the deed of trust authorizing this conveyance as follows:

1. Breach and default were made under the terms of the trust deed in the particulars set forth in the notice of default hereinafter referred to, which default continued until the time of sale.

2. On January 17, 2001, the then beneficiary of the trust deed and holder of the note secured thereby executed and delivered to the **Trustee** under the trust deed written declaration of default and demand for sale, and thereafter there was published in a newspaper in **Davidson** County, Tennessee, a notice of such default and election to cause **Trustee** to sell the property to satisfy the obligations secured by the trust deed.

3. The **Trustee** under such trust deed, in consequence of the declaration of default, election, and demand for sale and the lapse of time as provided in the deed of trust referred to herein, executed his notice of trustee's sale, stating that he, as **Trustee**, by virtue of the authority invested, would sell, at public auction to the highest bidder, for cash, in lawful money of the United States, the property hereinbefore described, and fixing the time and place of sale as February 16, 2001 at 12:00 noon at the Courthouse for **Davidson** County, Tennessee, at Nashville, and such **Trustee** caused a copy of such notice to be published once a week for three consecutive weeks before the date of sale therein fixed, in the ***Nashville Business Journal***, a newspaper of general circulation,

published in the county in which the property is situated, the first date of such publication being January 26, 2001.

4. All applicable statutory provisions of the State of Tennessee and all of the provisions of such trust deed have been complied with as to acts to be performed and notices to be given.

5. The **Trustee**, at the time and place of sale fixed as aforesaid, then and there sold, at public auction, to **GRANTEE**, who was the highest bidder therefor, the property hereinbefore described, for the sum of **Sixty Thousand Dollars ($60,000.00)**, paid in cash, in lawful money of the United States, in full compliance with the laws of the State of Tennessee and with the terms of the deed of trust.

DATED this 16th day of February, 2001.

Roger A. Sindle

ROGER A. SINDLE, Trustee

STATE OF TENNESSEE

COUNTY OF SUMNER

Personally appeared before me, a notary public in and for said County and State, **ROGER A. SINDLE**, the within named **Trustee**, bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at Hendersonville, Tennessee, this 16th day of February, 2001.

Carolyn S. Crisler

NOTARY PUBLIC

CAROLYN S. CRISLER NOTARY PUBLIC AT LARGE

My Commission expires: 5/26/2004

STATE OF TENNESSEE

COUNTY OF SUMNER

I hereby make oath and affirm that the actual consideration of this transfer or the value of the property transferred, whichever is greater, is **$60,000.00**, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

AFFIANT

Sworn to and subscribed before me this 16th day of February, 2001.

NOTARY PUBLIC

My Commission expires: 5/26/2004