New Owners AND
SEND TAX BILLS TO:

Robert E. Patterson And Wife Bettie Patterson
606 Lane Drive
Nashville, TN 37207

THIS INSTRUMENT PREPARED BY:

Timothy A. Davis, B.P.R. # 20048
Attorney at Law
710 Westwood Drive
Lebanon, TN 37087
(615) 444-7272

Map 93 Group 16 Parcel 323

Davidson County DEEDTRS
Recvd: 07/05/01 12:27 3pgs
Fees:18.00 Taxes:37.00
20010705-0071748

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, a Deed of Trust was executed on May 15, 1997 by Henry L. Clark, and wife, Roberta Clark to Charles Niewold, as Trustee, as same appears of record in the office of the Register of Davidson County, Tennessee, as recorded on Book 10458, Page 604, ("the Deed of Trust"), to secure the payment of a promissory note payable to the order of Robert E. Poole, d/b/a Colonial Construction Company, in the principal sum of Twelve Thousand Eight Hundred Ninety-Nine and 00/100 Dollars ($12,899.00), plus interest; and

WHEREAS, the above named trustee has been replaced by Timothy A. Davis, as Substitute Trustee, as recorded under Instrument No. 20010521-0052299 in said Register's Office, and is empowered to serve with all the title, powers, and duties of the original Trustee named in said Deed of Trust described above; and

WHEREAS, default having been made in the payments and conditions of said note and the owner and holder of said note instructed Timothy A. Davis, Substitute Trustee, to institute foreclosure proceedings as provided in the terms of said instrument; and

WHEREAS, Timothy A. Davis, Substitute Trustee, did advertise in accordance with the provisions of said Deed of Trust, giving notice of intent to sell said property at the South (front) door of the Courthouse in Nashville, Davidson County, Tennessee on Friday, the 15th day of June, 2001 at 1:00 P.M.; and

WHEREAS, at the time and place stated in said advertisement, the sale was accordingly held, said Timothy A. Davis, Substitute Trustee, offered the property, hereinafter described, for sale to the highest bidder for cash at public outcry, free from the statutory and equity of redemption, homestead and dower and all other exemptions which were expressly waived in said Deed of Trust, but subject to unpaid property taxes, assessments, subdivision restrictions,

building lines, easements, and all prior liens and encumbrances of record superior in right to the Deed of Trust; and

WHEREAS, on said date at the time and place stated in said advertisement, and on said terms, I, Timothy A. Davis, Substitute Trustee, offered for sale and sold said property to Robert E. Patterson, for Ten Thousand and 00/100 Dollars ($10,000.00) and cancellation of the indebtedness, which amount was the highest, best and last bid.

AND wife

Bettie J. Patterson

NOW, THEREFORE, FOR AND IN CONSIDERATION of the sum of Ten Thousand and 00/100 Dollars ($10,000.00) cash in hand paid, the receipt of which is hereby acknowledged, and the cancellation of the indebtedness, I, Timothy A. Davis, Substitute Trustee, do hereby bargain and sell, and by these presents, transfer and convey unto the said Robert E. Patterson, his heirs and assigns, the following described property in Davidson County, Tennessee, to wit:

AND wife

Bettie J. Patterson

LAND in Davidson County, Tennessee being the southerly 33ft. of the northerly 128.5 ft of Lot No. 1, the southerly 33 ft. of the northerly 128.5 ft. of Lot No. 2, and the southerly 33 ft. of the westerly 5 ft of Lot No. 3 on the Map of Weakley and Warren's Resubdivision of Block "D" of Hermitage addition, as of record in Book 161, page 93, Register's Office for Davidson County, Tennessee.

BEGINNING at a point in the east margin of Fairfield Ave., 128.5 ft. S 9 deg. 30' W from the south margin of Fain St., running thence with the east margin of Fairfield Ave. N 9 deg. 30' E 33ft. to a point 95.5 feet from the south margin of Fain St., thence S 88 deg. E 133.2 ft., to a stake being 5 ft. east of the line between Lots 2 and 3, running thence S 3 deg. 30' W parallel to said line between Lots 2 and 3, 33 ft. to a stake, thence N 88 deg. W 136.7 ft. to the point of beginning.

INCLUDED but expressly excluded therefrom the property conveyed in Deed of record in Book 3862, page 777, said Register's Office.

BEING the same property conveyed to Henry Lee, and wife, Roberta Clark, by deed from Gladys Bond, a widow, of record in Book 5769, page 88, said Register's Office.

SUBJECT to any and all existing easements, setback lines and restrictive covenants of record in said Register's Office.

THIS IS IMPROVED PROPERTY, commonly known as 83 Fairfield Avenue, Nashville, Tennessee, 37210.

TO HAVE AND TO HOLD said property with the appurtances, estate, title and interest thereto belonging to said Grantee, his heirs and assigns, forever, but subject to unpaid property taxes, assessments, subdivision restrictions, building lines, easements, and all prior liens and encumbrances, and superior liens of record.

I assign to said Grantee any and all warranties held by me as Substitute Trustee, but not otherwise,

R. E. P.

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WITNESS MY SIGNATURE this the 26 day of June, 2001.

Timothy A. Davis, Substitute Trustee

STATE OF TENNESSEE
COUNTY OF WILSON

Personally appeared before me, the undersigned authority, a Notary Public in and for the aforesaid state and county, the within named, Timothy A. Davis, Substitute Trustee, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged to me that he/she executed the within and foregoing instrument for the purposes therein contained.

WITNESS MY HAND AND OFFICIAL SEAL on this the 26th day of June, 2001.

NOTARY PUBLIC AT LARGE
My Commission Expires: 1-11-2004

STATE OF TENNESSEE
COUNTY OF WILSON

The actual consideration or value, whichever is greater, for this transfer is Ten Thousand and 00/100 Dollars ($10,000.00).

Affiant

SWORN TO AND SUBSCRIBED before me, this the 2nd day of July, 2001.

NOTARY PUBLIC AT LARGE
My Commission Expires: 1-26-2002

THIS INSTRUMENT WAS PREPARED FROM INFORMATION SUPPLIED BY THE PARTIES. NO TITLE EXAMINATION OR SETTLEMENT HAS BEEN PERFORMED AND TIMOTHY A. DAVIS, ATTORNEY AT LAW SHALL NOT BE RESPONSIBLE FOR ANY MATTER THAT COULD HAVE BEEN RESOLVED BY A TITLE EXAMINATION OR SETTLEMENT.