THIS INSTRUMENT PREPARED BY
LAW OFFICES OF SHAPIRO & KIRSCH
6750 LENOX CENTER COURT, SUITE 202
MEMPHIS, TN 38115

NAME: Kim W. Votaw Trustee

S&K#: 00-3163
LOAN#: 342348

Davidson County DEEDTRS
Recvd: 07/23/01 13:15 3pgs
Fees:18.00 Taxes:154.48

20010723-0077757

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by Deed of Trust dated September 23, 1993, recorded in Book 9097, Page 781, Register's Office of DAVIDSON County, Tennessee, Kim W. Votaw and wife, Diane T. Votaw, conveyed to I. Dyke Tatum, 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 No. 20010529-0055125, 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 July 18, 2001, at the DAVIDSON County Courthouse in Nashville, Tennessee, at 10:00 am; 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 Aubrey Hiam, whose address is 301 Fairbanks Road, Goodlettsville, Tennessee 37072, at and for the sum of $41,750.00 that being the highest and best bid offered; and,

WHEREAS, the purchaser, 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 Aubrey Hiam, 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 Aubrey Hiam, his heirs, successors and assigns, in fee simple forever, the property above mentioned and now further described as being in Nashville, County of DAVIDSON, State of Tennessee, to-wit:

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

Beginning at a point on the northerly margin of Broadmoor Drive, said point being 354.38 feet west of the intersection of Broadmoar Drive and Lemont Drive; thence with the margin of Broadmoar Drive North 83 degrees 49 minutes 18 seconds West 130.69 feet to point; thence North 6 degrees 37 minutes 57 seconds East 279.53 to a point in the south margin of an access drive; thence around a curve to the right having a radius of 1120.92 feet a distance of 111.49 feet to a point; thence South 83 degrees, 55 minutes 18 seconds East 21.04 feet to a point; thence South 6 degrees 57 minutes 22 minutes West 285.07 feet to the point of beginning.

This legal description is identical with that in Deed recorded in Book 9097, Page 781, 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 9097, Page 781, Register's Office of DAVIDSON County, Tennessee.

The last warranty deed of record is Warranty Deed, recorded in Book 6132, Page 333, pursuant to Quitclaim Deed recorded in Book 10385, Page 767, subject property was quitclaimed to Kim W. Votaw and Diane T. Votaw, as tenants in common with right of survivorship. Pursuant to Quitclaim Deed reocrded in Book 11031, Page 227, subject property was quitclaimed by Diane T. Votaw to Kim W. Votaw, Trustee. Register's Office for DAVIDSON County, Tennessee.

Subject to any unpaid taxes, subdivision restrictions, building lines and easements, State and Federal tax liens.

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 Aubrey Hiam, his heirs, 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 July 18, 2001.

Joe M. Kirsch, Substitute Trustee

STATE OF TENNESSEE
COUNTY OF SHELBY

On July 18, 2001, 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 day above written.

1/20/04
My commission expires

Notary Public

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

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 $41,750.00, 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 _____ day of _____, 2001.

My commission expires: _____

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 41,750
Aubrey Hiam
AFFIANT
SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 23 DAY OF July 2001.
Deputy Register

PROPERTY ADDRESS: 313 BROADMOOR DRIVE, , NASHVILLE, TN, 37216

RETURN TO:
PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:
Aubrey Hiam
301 Fairbanks Road
Goodlettsville, Tennessee 37072

S & K #:00-3163
Map & Parcel - 61-1/8

PREPARER'S NOTE: **IT IS THE GRANTEE'S RESPONSIBILITY TO RECORD THIS INSTRUMENT. FAILURE TO DO SO MAY ADVERSELY AFFECT TITLE OR INTEREST.**