FILE NO.: 324.004839TN\sms
LOAN NO.: 81806\CONV

THIS INSTRUMENT PREPARED
BY & RETURN TO:
Joel A. Freedman, Attorney
Morris, Schneider & Prior, L.L.C.
3300 N.E. Expressway, Building 8
Atlanta, GA 30341

Davidson County DEEDTRS
Recvd: 08/13/01 14:35 2pgs
Fees:13.00 Taxes:266.40
20010813-0087135

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by Deed of Trust dated February 6, 1998, and recorded in the Register's Office of Davidson County, Tennessee, at Book 10793, Page 877, ("Deed of Trust"), Marcia Y. Scherer conveyed to RELS, as Trustee, the hereinafter described property for the purpose of securing payment of the indebtedness and performance of the obligations therein mentioned and set forth; and

WHEREAS, the beneficial interest of said Deed of Trust was last transferred and assigned to U.S. Bank Trust National Association, fka First Trust Bank National Association, as Trustee under the Pooling and Servicing Agreement, New Century Home Equity Loan Trust, Series 1998-NC1; and

WHEREAS, **U.S. Bank Trust National Association, fka First Trust Bank National Association, as Trustee under the Pooling and Servicing Agreement, New Century Home Equity Loan Trust, Series 1998-NC1,** being the owner and holder of the debt secured, appointed the undersigned as Substitute Trustee by instrument of record at **Instrument No. 20010718-0076012,** in the Register's Office of Davidson County, Tennessee; and

WHEREAS, default has been made in the payment of said indebtedness and the performance of said obligations thereby secured to be paid and performed, and the holder of said Deed of Trust requested the undersigned to advertise and sell said property under the terms and provisions of said Deed of Trust; and

WHEREAS, the property was advertised for sale in conformity with the laws of Tennessee and the terms and provisions of said Deed of Trust on 7/5/01, 7/12/01 and 7/19/01, in THE NASHVILLE RECORD, by which advertisement the sale was held on July 26, 2001, at the Main South entrance in Nashville, Davidson County, Tennessee, in bar of the equities of redemption, dower, and homestead; and

WHEREAS, at the time and place mentioned in said advertisement, Rick Piliponis, Esq., the undersigned's agent, offered said property for sale at public outcry to the highest and best bidder for cash, at which sale **U.S. Bank Trust National Association, fka First Trust Bank National Association, as Trustee under the Pooling and Servicing Agreement, New Century Home Equity Loan Trust, Series 1998-NC1,** being the highest, best and last bidder, became the purchaser of said property at and for the sum of $ 72,000.00; and

WHEREAS, the owner and holder of said debt for which said property was sold has complied with the terms of sale by paying into the hands of the undersigned Substitute Trustee the expenses of the sale, the balance of the purchase price being credited on the indebtedness secured by said Deed of Trust;

NOW, THEREFORE, in consideration of the premises and of the payment by U.S. Bank Trust National Association, fka First Trust Bank National Association, as Trustee under the Pooling and Servicing Agreement, New Century Home Equity Loan Trust, Series 1998-NC1 as aforesaid, of the said sum of money, receipt of which payment is hereby acknowledged, the undersigned **Clifton E. Darnell,** as Substitute Trustee, does hereby grant, bargain, sell and convey unto **U.S. Bank Trust National Association, fka First Trust Bank National Association, as Trustee under the Pooling and Servicing Agreement, New Century Home Equity Loan Trust, Series 1998-NC1,** its successors and assigns, in fee simple forever, the following described real property situated in the County of Davidson, State of Tennessee:

A certain tract or parcel of land in Davidson County, State of Tennessee, described as follows: to-wit:
Land in Davidson County, Tennessee, being Lot No. 36 and the northerly 10 feet of Lot No. 35 on the Map of Dugger Heights, No. 2, as of record in Book 1424, Page 135, Register's Office for Davidson County, Tennessee to which plan reference is here made for a complete description thereof.
Being the same property conveyed to Marcia Y. Scherer, by deed from Patricia M. Margie and Mildred M. Entrekin, as the only Heirs-at-Law of Eddie Franklin Moss and wife, Lillian R. Moss, both deceased, dated August 14, 1992, recorded August 17, 1992, of record in Book 8702, Page 376, in the Register's Office for Davidson County, Tennessee.

The last recorded Warranty Deed was filed of record at Book 8702, Page 376, in the Register's Office of Davidson County, Tennessee.

TO HAVE AND TO HOLD the property described above, together with the privileges, appurtenances, and hereditaments thereunto belonging or in any way appertaining unto the said **U.S. Bank Trust National Association, fka First Trust Bank National Association, as Trustee under the Pooling and Servicing Agreement, New Century Home Equity Loan Trust, Series 1998-NC1,** its successors and assigns forever, to whom the said, **Clifton E. Darnell**, as Substitute Trustee, warrants the title to the aforesaid property against the lawful claims and demands of all persons claiming by, through or under him, but not further nor otherwise.

IN TESTIMONY WHEREOF, **Clifton E. Darnell**, Substitute Trustee, has hereunto set his hand, this 26th day of July, 2001.

Clifton E. Darnell, Substitute Trustee

STATE OF TENNESSEE
COUNTY OF SHELBY

On this 26th day of July, 2001, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared **Clifton E. Darnell**, Substitute Trustee, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Notarial Seal the day and year above written.

Notary Public

TRACY L. SHARP NOTARY PUBLIC AT LARGE MY COMM. EXP. 4-17-2005 SHELBY CO. TN

My Commission Expires: 4-17-05

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STATE OF TENNESSEE
COUNTY OF SHELBY

I hereby swear or affirm that to the best of my knowledge, information and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $ 72,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 26th DAY OF JULY 2001.

Notary Public

TRACY L. SHARP NOTARY PUBLIC AT LARGE MY COMM. EXP. 4-17-2005 SHELBY CO. TN

My Commission Expires: 4-17-05

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MSP No.: 324.004839TN (Scherer)
Lender Loan No.: 81806
Property Address: 1416 Dugger Drive, Nashville, TN 37206
Tax Parcel ID No.: 83-04; 33.00

Mail Tax Notices To and Property Owner:
Ocwen Federal Bank, F.S.B.
1675 Palm Beach Lakes Blvd. Suite 402
West Palm Beach, FL 33401