DOC-0059.STD
THIS INSTRUMENT WAS PREPARED BY:
KENNETH W. HOLBERT, ATTORNEY
FINKELSTEIN, KERN, STEINBERG,
& CUNNINGHAM
POST OFFICE BOX 1
KNOXVILLE, TENNESSEE 37901
(865) 525-0238

Davidson County DEEDTRS
Recvd: 11/06/01 12:19 3pgs
Fees:18.00 Taxes:357.42
20011106-0121721

MAP 163-02-0
PARCEL 22

SUBSTITUTE TRUSTEE'S DEED

THIS INDENTURE, is made and entered into on this the 15th day of October, 2001, by and between KENNETH W. HOLBERT, SUBSTITUTE TRUSTEE, of Knox County, Tennessee, Party of the First Part, and BANK ONE, N.A.,of Milwaukee County, Wisconsin, Party of the Second Part.

WITNESSETH:

WHEREAS, on the 21st day of October, 1999 JASON BULLOCK did duly execute to ROBBIE McLEAN, Trustee, a certain Deed of Trust ("Trust Deed"), which was duly registered in the Register's office of Davidson County, Tennessee in Book 11735, Page 147, whereby the property hereinbelow described was conveyed; and

WHEREAS, the aforesaid Trust Deed made to the Trustee was for the purpose of securing a certain indebtedness in the amount of One Hundred Thirty-two Thousand Six Hundred Dollars ($132,600.00) evidenced by one note due and payable in one hundred eighty (180) consecutive monthly installments to CITIZENS BANK, a Tennessee Banking Corporation ("Beneficiary"), commencing on November 26, 1999 and continuing on the 26th day of each month thereafter until said indebtedness, together with interest, was paid in full, with a final payment due on or before October 26, 2014; and

WHEREAS, CITIZENS BANK executed an assignment of the Deed of Trust and Promissory Note to BANK ONE, N.A. of record as Instrument No. 200008080078426 in the Register's Office for Davidson County, Tennessee; and

WHEREAS, by that certain instrument entitled "Appointment of Substitute Trustee" dated July 26, 2001 of record as Instrument No. 200108070084373 in the Register's Office for Davidson County, Tennessee, Party of the First Part was named Substitute Trustee; and

WHEREAS, the aforesaid note was not paid at maturity, but default was made on the note and, thereupon, at the request of the Beneficiary of said Trust Deed, the Party of the First Part hereto did advertise in compliance with the terms of the Trust Deed and applicable state law in the Nashville Business Journal, a weekly newspaper published in Davidson County, Tennessee, giving the time, date, place and terms of sale, the sale of the hereinbelow described property, to-wit:

LAND in Davidson County, Tennessee being Land Lot No. 73, Phase Three, of record in Book 9700, Page 798, Register's Office for Davidson County, Tennessee.

BEING the same property conveyed from Jerry Butler Builders, LLC, to Jason Bullock by Warranty Deed dated October 20, 1999 and of record in Deed Book 11735, Page 144, in the Register's Office for Davidson County, Tennessee.

WHEREAS, on the 15th day of October, 2001 at 11:00 o'clock a.m. at the front entrance of the Davidson County Courthouse at No. 1, Public Square, Nashville, Tennessee (the time and place fixed), the aforesaid property was offered for sale at public auction for cash in hand and in bar of the equity of redemption and in bar of statutory right of redemption and all homestead and all other marital rights, provided for in said Trust Deed, and subject to all applicable restrictions, building setback lines, and existing easements of record and to all other prior liens, judgments, and all unpaid taxes as the same may lawfully affect said property, including any valid filed or unfiled and unpaid and delinquent assessments due to the City of Nashville, Tennessee and/or Davidson County, Tennessee, and any valid filed or unfiled mechanic's and materialman's liens, there being no representations by the Trustee as to the validity or enforceability of any memoranda of assessments or of mechanic's or materialman's liens or any suits to enforce the same, and to the representation by the Trustee that the property will be sold without warranties of any kind and it will be the responsibility of the successful bidder to obtain possession of the property at their own expense; and the aforesaid property being offered for a reasonable period of time, was finally sold to the Party of the Second Part hereto, at its bid of $96,600.00 said Party of the Second Part being the highest and best bidder, which sum was in hand paid as follows: Said Party of the Second Part paid to the Party of the First Part the sum of $96,600.00 and accepted the aforesaid property subject to the hereinabove described encumbrances for application in accordance with the provisions of said Deed of Trust.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, and the payment of the sum of $96,600.00, the aforesaid highest and best bid, the Party of the First Part does hereby bargain, sell, transfer and convey unto said Party of the Second Part, the parcel or lot of land herein before described, to have and to hold the same, together with all the hereditaments, improvements, buildings, easements and appurtenances thereon and thereunto belonging and appertaining, free from all right of equity of redemption and in bar of statutory right of redemption and all homestead and all other marital rights, and together with all rights and benefits of the covenants and warranties to the Party of the First Part made in said Deed of Trust insofar as he can or ought to as Trustee, but not further or otherwise, but subject to all applicable restrictions, building setback lines, and existing easements of record and to all other prior liens, judgments, and all unpaid taxes as the same may lawfully affect said property, including any valid filed or unfiled and unpaid and delinquent assessments due to the City of Nashville, Tennessee and/or Davidson

County, Tennessee, and any valid filed or unfiled mechanic's and materialman's liens, there being no representations by the Trustee as to the validity or enforceability of any memoranda of assessments or of mechanic's or materialman's liens or any suits to enforce the same, and to the representation by the Trustee that the property was sold without covenants or warranties of any kind and that it is the responsibility of the Party of the Second Part to obtain possession of the property at its own expense.

WITNESS the hand of the Party of the First Part the day and year first above written.

Kenneth W. Holbert
KENNETH W. HOLBERT
SUBSTITUTE TRUSTEE

STATE OF TENNESSEE)
)
COUNTY OF KNOX)

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named bargainor, KENNETH W. HOLBERT, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal this 15 day of October, 2001.

TAMMY D. NORWOOD NOTARY PUBLIC AT LARGE COMM. EXP. 7-12-03 KNOX CO., TENN.

Tammy D. Norwood
NOTARY PUBLIC

My Commission Expires:

THIS DEED HAS BEEN PREPARED SOLELY FROM INFORMATION FURNISHED TO THE PREPARER OR SECURED BY THE PREPARER FROM PUBLIC RECORDS AND PREPARER MAKES NO REPRESENTATION WHATSOEVER OTHER THAN THAT IT HAS BEEN ACCURATELY TRANSCRIBED FROM THE INFORMATION PROVIDED.

RESPONSIBLE TAXPAYER:
NEW OWNER

BANK ONE, N.A.
N54W13600 Woodale Drive
Mail Station W11-4033
Menomonee Falls, Wisconsin 53051

I hereby swear or affirm that the actual consideration or true value of this transfer, whichever is greater, is $96,600.00.

Affiant Kenneth W. Holbert

Subscribed and sworn to before me this 15 day of October, 2001.

TAMMY D. NORWOOD NOTARY PUBLIC AT LARGE COMM. EXP. 7-12-03 KNOX CO., TENN.

Tammy D. Norwood
NOTARY PUBLIC

My Commission Expires: