This instrument prepared by:
MICHAEL J. PHILBIN, P.C.
2021 Richard Jones Road, Suite 220
Nashville, Tennessee 37215-2860

Davidson County DEEDTRS
Recvd: 02/12/02 08:07 2pgs
Fees:13.00 Taxes:407.00
20020212-0018169

TRUSTEE'S DEED

Michael J. Philbin,
Successor Trustee

to

SUNTRUST MORTGAGE, INC.
P. O. Box 27767
Richmond, VA 23224-7767
SEND TAX BILLS HERE
NO MORTGAGEE

Map #82-8
Parcel #351

WHEREAS, Kenneth Cannon and wife, Sandy Cannon, executed a deed of trust on the 22nd day of September, 2000, which was recorded as Instrument No. 20000925-0094977, Register's Office, Davidson County, Tennessee, conveying to First American Title Insurance Company, Trustee, the property hereinafter described to secure the payment of a promissory note payable to SunTrust Mortgage, Inc. referred to in said deed of trust; and

WHEREAS, Michael J. Philbin, was appointed Successor-Trustee, said appointment being recorded as Instrument No. 20011227-0142688, Register's Office, Davidson County, Tennessee; and

WHEREAS, default occurred in the performance of the terms of said Promissory Note and/or the Deed of Trust securing the same and the noteholder in accordance with the provisions therein declared the entire indebtedness due and payable and requested the Trustee, Grantor herein, advertise and sell the property; and

WHEREAS, the sale was advertised as required by law and in accordance with the terms of the Deed of Trust, by giving twenty-one (21) days notice by three (3) successive weekly publications appearing in the Nashville Record, a newspaper published and circulated in Davidson County, Tennessee; and pursuant to the advertisement, the sale was held at the time and place advertised, to-wit: February 5, 2002 at 10:30 a.m. at the front door of the Courthouse in Nashville, Davidson, County, Tennessee, at public outcry **in bar of all rights of homestead, equity of redemption, statutory right of redemption and all other rights and exemptions of every kind, including but not limited to, a statutory right to an elective share in the property**, all of which were expressly waived in said Deed of Trust; and

WHEREAS, Grantee herein, SunTrust Mortgage, Inc., being the highest and best bidder at said sale with a bid of One Hundred Ten Thousand and No/100 Dollars ($110,000.00), was duly declared the purchaser.

NOW, THEREFORE, in consideration of the premises and the further consideration of One Hundred Ten Thousand and No/100 Dollars ($110,000.00), paid by SunTrust Mortgage, Inc., the receipt of which is hereby acknowledged, I, Michael J. Philbin, Successor-Trustee, have this day bargained and sold and by these presents do hereby transfer and convey unto SunTrust Mortgage, Inc., its successors and assigns, the following tract of land situated in Davidson County, Tennessee, and more particularly described as follows, to-wit:

> Land in Davidson County, Tennessee, being Lot No. 5 on the Plan of House and Simonton's Subdivision of Lots No. 1 to 16, inclusive, in Statton and Seymour's Addition to Edgefield, now East Nashville, as of record in Book 57, Page 137, Register's Office for Davidson County, Tennessee.
>
> Said Lot No. 5 fronts 50 feet on the Northerly side of Mansfield Avenue and runs back in a Northerly direction and between parallel lines 175 feet to an alley.

Being the same property conveyed to Kenneth Cannon by deed of record as Instrument No. 20000925-0094976, Register's Office for Davidson County, Tennessee.

This is improved property also known as 947 Mansfield Street, Nashville, Davidson County, TN 37206.

TO HAVE AND TO HOLD said real estate together with the appurtenances, estate, title and interest thereunto belonging to the said SunTrust Mortgage, Inc., its successors and assigns forever as fully and completely as the Successor-Trustee can or ought to convey under the power vested in the Trustee in said Deed of Trust and his appointment as Successor-Trustee; and said Successor-Trustee, Grantor herein, does hereby transfer and assign to SunTrust Mortgage, Inc., its successors and assigns all the warranties and covenants made in said Deed of Trust.

This conveyance is made subject to all matters shown on any applicable recorded Plan; any unpaid taxes; any restrictive covenants, easements or setback lines that may be applicable; any statutory rights of redemption of any governmental agency, state or federal; and any prior liens or encumbrances as well as any priority created by a fixture filing; and subject to any matter that an accurate survey of the premises might disclose.

IN WITNESS WHEREOF, the said Michael J. Philbin, Successor-Trustee, has hereunto set his hand this 5th day of February, 2002.

Michael J. Philbin, Successor-Trustee

STATE OF TENNESSEE §
COUNTY OF DAVIDSON §

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Michael J. Philbin, Successor-Trustee, the bargainer, 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 at Nashville, Tennessee, this 5th day of February, 2002.

DARLA HIXON NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

Darla Hixon
My Commission Expires
May 26, 2002

Notary Public

Commission Expiration Date

Printed Name of Notary

STATE OF TENNESSEE §
COUNTY OF DAVIDSON §

The actual consideration of value, whichever is greater for this transfer is $110,000.00.

Michael J. Philbin, AFFIANT

WITNESS my hand and official seal at Nashville, Tennessee, this 5th day of February, 2002.

DARLA HIXON NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

Darla Hixon
My Commission Expires
May 26, 2002

Notary Public

Commission Expiration Date

Printed Name of Notary