This Instrument Prepared by:

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Davidson County DEEDTRS
Recvd: 04/24/02 15:48 3pgs
Fees:18.00 Taxes:227.44
20020424-0050851

SUBSTITUTE TRUSTEE'S DEED

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP/PARCEL NUMBER:
Homecomings Financial Network, Inc., 3815 South West Temple Salt Lake City, UT 8415	SAME	108-12A-8.00

WHEREAS, Etta Jean Schuler, Unmarried, (the "GRANTOR"), by that certain Deed of Trust dated August 19, 1997, (the "Deed of Trust"), being of record in Book 10734, Page 650, Register's Office for **DAVIDSON** County, Tennessee, conveyed to first Title Corporation, Trustee, the Property (as hereinafter defined) to secure the payment of a certain indebtedness described in the Deed Of Trust (the "Indebtedness"), as further evidenced by borrower's Promissory Note, and Security Agreement, of even date, to Fairbanks Capital Corp., successor in interest to National Consumer Services Corp., LLC, (the "Lender"); and

WHEREAS, default was made in the payment of said indebtedness and the lawful holder and owner thereof declared the entire balance of said note immediately due and payable and made demand upon me, Susan R. Limor, Substitute Trustee, to exercise the power of sale contained in said Deed of Trust, and sell the property at public sale; and

WHEREAS, said sale of property was advertised in the Nashville Record, a newspaper published in **DAVIDSON** County, Tennessee, for 3 consecutive weeks, all in accordance with the terms of the said Deed of Trust; and

WHEREAS, the sale was held on the 18th day of April, 2002, at 12:00 o'clock p.m., at the front door of the Courthouse in **DAVIDSON** County, **NASHVILLE**, Tennessee, the highest, last and best bid received at the sale was in the amount of $61,470.84, cash, said offer and bid having been made by homecomings Financial Network, Inc.

NOW, THEREFORE, in consideration of said sum, I, Susan R. Limor, Substitute Trustee, have bargained and sold and by these presents do hereby transfer and convey to the said Homecomings Financial Network, Inc., its successors, heirs, and assigns, that certain tract or parcel of land in **DAVIDSON** County, Tennessee, to-wit:

A certain condominium apartment in Davidson County, Tennessee, described as follows: Unit No. 8, Lot 49, in a Horizontal Property Regime as shown on the Condominium Site Plan, Section 4, Phase VII, Quail Valley, as of record in Plat Book 5200, pages 522 and 523, Register's office of Davidson County, Tennessee.

BEING the same property conveyed to Etta Jean Schuler and Linn Brian Taylor, both unmarried, as joint tenants, with the right of survivorship by Quitclaim Deed from Etta Jean Schuler, unmarried of record in Book 10696, Page 239, said Register's Office.

ALSO BEING the same property conveyed to Etta Jean Schuler by deed from Christopher Cydrus and wife, Cherry Ruth Graves Cydrus, formerly Cherry Ruth Graves of record in Book 9093, Page 525, said Register's Office.

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

The street address of the Property is believed to be, 1329 Quail Valley Road, Nashville, 37214, but such address is not part of the legal description of the Property. In the event of any discrepancy, the legal description herein shall control.

TO HAVE AND TO HOLD, said tract or parcel of land, with the appurtenances, estate and title, and interest thereto belonging to the said Homecomings Financial Network, Inc., its successors, heirs, and assigns forever.

This conveyance is made by me as Substitute Trustee of all my right, title and interest in the property as described in the within above-referenced Deed of Trust, without warranty of any kind, and no further or otherwise. Specifically, this conveyance is made subject to, but not limited to, the following:

1. All matters on the Plan of Record in Book 5200, Pages 522 and 523, Register's Office for Davidson County, Tennessee;
2. Any and all restrictive covenants, easements, etc., of record applying to the within described property Master Deed and By-Laws of the Quail Valley Condominium Association, as of record in Book 5884, Page 534, amended in Book 6058, Page 828, and Book 6081, Page 130, the Register's Office for Davidson County, Tennessee;
3. Any and all matters on the Plan of the Homeowners Assoc., in Book 6181, Page 154 and Book 7716, Page 828, Register's Office for Davidson County, Tennessee.
4. Any and all existing easements, setback lines and restrictive covenants of record in the Register's Office for Davidson County, Tennessee.
5. Rights of parties in actual possession of all or any part of the property.
6. Liens for any and all unpaid city and/or county property taxes, assessments and/or special assessments.
7. Restrictive covenants of record in Deed Book 4800, Page 254.
8. By-laws of record in Book 5884, Page 566.

Said conveyance is also subject to any and all unpaid ad valorem taxes (plus penalty and interest, if any) that may be or become a lien against the Property and subject to any and all liens, defects, encumbrances, adverse claims and other matters which may take priority over the Deed of Trust upon which this foreclosure sale was had, including, but not limited to, prior deeds of trust, fixture filings, easements, restrictions, building lines, and recorded Plans and subject to any statutory rights of redemption not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal, which have not been waived by such governmental agency. Said sale is also subject to matters that an accurate survey of the Property might disclose.

The Property is conveyed **AS IS, WHERE IS**, without representations or warranties of any kind whatsoever, whether express or implied. Without limiting the foregoing, **THE PROPERTY IS SOLD WITHOUT ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.**

WITNESS my hand this 18th of April, 2002.

SUBSTITUTE TRUSTEE

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

On this 18th day of April, 2002, before the undersigned Notary Public, personally appeared Susan R. Limor, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Trustee whose name is subscribed to this instrument, and acknowledged that Susan R. Limor executed it.

Notary Public

My commission expires: 5/23/96

MITZI A. URQUHART NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE)
) **ss:**
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $61,470.84.

Affiant

Subscribed and sworn to before me this 18th of April, 2002.

Notary Public
My Commission Expires: 5/23/2006

MITZI A. URQUHART NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.