This Instrument Prepared By:

Davidson County DEEDTRS
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Fees:13.00 Taxes:236.50
20020501-0053738

David M. Smythe
Suite 450 -Pilcher Building
144 Second Avenue, North
Nashville, TN 37201
(615) 255-4849

# SUBSTITUTE TRUSTEE'S DEED

| Address New Owner(s) As Follows: | Send Tax Bills To: | Map-Parcel Nos. |
|---|---|---|
| Bank One, N.A.<br>c/o Topping & Austin, LLC<br>2200 Century Parkway, Suite 980<br>Atlanta, GA 30345 | Same | Map No. 162-0-1<br>Group B<br>Parcel 062.00CO |

I, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $63,920.00.

Affiant

Subscribed and sworn to before me, this 1st day of May, 2002.

Notary Public

My Commission Expires: January 28, 2004

WHEREAS, by Deed of Trust dated September 17, 1999, and recorded in Book 11681, Page 580, Register's office for Davidson County, Tennessee, Thomas J. Lanier, a married man and Stacy W. Lanier, conveyed to Transcontinental Title Company, Trustee, the hereinafter described property for the purpose of securing the payment of the indebtedness and performance of the obligations therein set forth; and

WHEREAS, the holder of the debt secured the appointment of undersigned as Substitute Trustee by instrument recorded in Instrument No. 20020313-0032010, said Register's office; 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 of said beneficiary, the said property was advertised for sale in conformity with the terms and provisions of said Deed of Trust, and said advertisement appeared in the Nashville Record on March 28, 2002, April 4, 2002 and April 11, 2002; and

WHEREAS, pursuant to the Notice of Sale, the foreclosure sale was appointed to be held on the 30th day of April, 2002, at 11:30 o'clock A.M. at the south front door of the Davidson County Courthouse, Nashville, Tennessee; 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 sale, Bank One, N.A., being the highest and best bidder became the purchaser of said property at and for the sum of Sixty-three Thousand, Nine Hundred and Twenty Dollars ($63,920.00).

NOW, THEREFORE, in consideration of the premises, and the said purchase price bid and paid, undersigned, as the Substitute Trustee, does hereby grant, bargain, sell, transfer, and convey unto Bank One, N.A., the following real estate:

> Being Lot No. 62 on the plan of Clairmont Subdivision, Phase I, of record in Book 6050, Page 286, Register's Office for said county, to which said plan reference is hereby made for a complete legal description thereof.
>
> Being the same property conveyed by Thomas J. Lanier, Jr. to Jeffrey Hardney, Trustee for Mortgage Menders Trust by instrument of record in Instrument No. 20010205-0011056, said Register's Office.

to have and to hold the same, together with all the hereditaments, improvements, buildings, easements, and appurtenances therein and thereunto belonging and appertaining, in fee simple, forever and free from all right of homestead, equity of redemption, statutory right of redemption, and all other rights and exemptions of every kind including, but not limited to, any statutory right to an elective share in the property in the makers of said Deed of Trust, and all persons claiming through and under said makers.

UNDERSIGNED, as Substitute Trustee, does hereby transfer, assign, and set over unto Bank One, N.A., its successors and assigns, all of the covenants or warranties contained in the aforesaid Deed of Trust, and does hereby warrant the title to the aforesaid real estate as fully and completely as he is authorized to do as such Substitute Trustee, but no further or otherwise. Undersigned makes no warranties as to the condition, location or set back of improvements on the property. This conveyance is subject to such priority tax liens and prior encumbrances as may appear of record, as well as all ad valorem property taxes which may be of record or applicable to said property.

The designation of the parties to this instrument in either the plural or singular shall be applied to mean either number, and where appropriate in the context hereof, shall mean any one or more of said parties, and any pronoun used herein shall include the masculine, feminine and neuter genders.

IN WITNESS WHEREOF, undersigned has hereunto set his hand and seal, this 15 day of May, 2002.

David M. Smythe
Substitute Trustee

**STATE OF TENNESSEE )**
**)**
**COUNTY OF DAVIDSON )**

Personally appeared before me, Shelby L Orr, a Notary Public in and for the said county and State, the within named bargainor, David M. Smythe, Substitute Trustee, with whom I am personally acquainted, (or who proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purpose therein contained.

Witness my hand and official seal at office this 15 day of May, 2002.

Notary Public

My Commission Expires: January 28, 2004