Davidson County DEEDTRS
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Fees:17.99 Taxes:371.30
20020612-0071789

This Instrument Prepared By:
Joseph T. Phillips
MILLER & MARTIN LLP
1000 Volunteer Building
832 Georgia Avenue
Chattanooga, Tennessee 37402-2289

Name and Address of New Owner:	**Name and Address of Person or Entity Responsible for Payment of Real Property Taxes:**	**Tax Map & Parcel No.:**
AmSouth Bank P.O. Box 847 Birmingham, AL 35201	AmSouth Bank P. O. Box 847 Birmingham, AL 35201	033-12-0-081

TRUSTEE'S QUITCLAIM DEED

THIS DEED is executed to be effective as of the 7th day of June, 2002 from **Joseph T. Phillips** as Grantor, in his capacity as Substitute Trustee, to AmSouth Bank as Grantee.

W I T N E S S E T H:

WHEREAS, on July 16, 1999, Jason Davis, unmarried, executed a Deed of Trust (the "Deed of Trust") to the trustee named therein to secure the prompt payment of certain indebtedness held by and owing to AmSouth Bank ("Bank"), said indebtedness being more particularly described in the Deed of Trust which is of record in the Register's Office of Davidson County, Tennessee in Book 11582, Page 794, to which reference is hereby made; and

WHEREAS, default was made in the payment of the aforesaid indebtedness and in the performance of the covenants described in the Deed of Trust, by reason of which the entire balance owing thereunder was declared to be due and payable; and

WHEREAS, pursuant to the terms of the Deed of Trust, Joseph T. Phillips was appointed as Substitute Trustee as reflected in that certain Appointment of Substitute Trustee recorded in Instrument 200204080042334, in the Register's Office of Davidson County, Tennessee.

WHEREAS, by virtue of the power and authority vested in me as Substitute Trustee under the Deed of Trust, at the request of Bank, being the owner and holder of the indebtedness secured thereby, and for the purposes of effecting payment and satisfaction of the indebtedness, including principal, interest, late charges, attorney fees and costs of sale, I, Joseph T. Phillips, as Substitute Trustee, by and through my agent, did on June 7, 2002 commencing at 10:30 a.m., pursuant to advertisement of sale published in the Nashville Record in its editions of May 16, 2002, May 23, 2002, and May 30, 2002, offer for sale and sold at public auction to the highest and best

bidder for cash at the front door of the Davidson County Courthouse in the City of Nashville, Tennessee, in bar of the equities of redemption, statutory redemption, dower, homestead and all other exemptions of every kind, all of which are expressly waived in the Deed of Trust, the hereinafter described real estate, at which sale the Grantee became the highest and best bidder at and for the sum of One Hundred Thousand Three Hundred Fifty and 00/100 Dollars ($100,350.00).

NOW, THEREFORE, I, Joseph T. Phillips, Substitute Trustee, exercising the power and authority vested in me, and in bar of the equities of redemption, statutory redemption, dower and homestead, do hereby quitclaim to the Grantee, its successors and assigns, all my interest in the following described real estate located in the City of Goodettsville, County of Davidson, State of Tennessee:

> Said Lot No 38 fronts 39.78 feet on the westerly side of Friendship Court and extends back 227.7 feet on the southerly line and 184.9 feet on the northerly line to a dead line in the rear which is a broken line on which it measures 169.8 feet. Source of Title: Deed Book 3300, Page 39.

The property address is believed to be:
109 Friendship Court, Goodlettsville, TN 37072

For source of Grantor's equitable interest in the property, reference is made to Book 11582 Page 794, Register's Office of Davidson County, Tennessee. The legal description is unchanged from prior deed of record.

The Substitute Trustee does hereby quitclaim unto Grantee all of his right, title and interest in the said property and not further or otherwise and subject to any governmental zoning or subdivision ordinances or regulations in effect thereon and further subject to any unpaid taxes or assessments owing on the property.

IN WITNESS WHEREOF, I, Joseph T. Phillips, Substitute Trustee, have executed this instrument to be effective the date first above written.

J. T. Phillips

Joseph T. Phillips, Substitute Trustee

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

Personally appeared before me, Tanya D. English, Notary Public for the State and County aforesaid, Joseph T. Phillips, with whom I am personally acquainted, and who upon oath, acknowledged that he executed the within instrument for the purposes therein contained in his capacity as Substitute Trustee and with authority to do so.

WITNESS my hand, at office, this 10th day of June, 2002.

Tanya D. English
Notary Public

My Commission Expires: MY COMMISSION EXPIRES MAY 7, 2003

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

I hereby swear or affirm that, to the best of my knowledge, information and belief, the actual consideration for this transfer is $100,350.00.

J. T. Phillips
Joseph T. Phillips, Substitute Trustee

Sworn to and subscribed before me
this 10th day of June, 2002.

Tanya D. English
Notary Public

My Commission Expires: MY COMMISSION EXPIRES MAY 7, 2003