THIS INSTRUMENT PREPARED BY
W. CLARK MEREDITH, ATTORNEY AT LAW
POST OFFICE BOX 6197
OAK RIDGE, TENNESSEE 37831-6197
(865) 482-2486

ADDRESS NEW OWNER(S) AS FOLLOWS:
Anthony Cherry
1224 5th Ave N
Nashville TN 37208
Send Tax Bills To Same as Above:
Map and Parcel No.: 83-5-4
File No.: 020385-W

Davidson County DEEDTRS
Recvd: 08/07/02 13:18 2pgs
Fees:13.00 Taxes:180.56
20020807-0095141

SUBSTITUTE TRUSTEE'S DEED

This Substitute Trustee's Deed is made and entered into on this the 10th day of May, 2002, by W. Clark Meredith, Substitute Trustee ("Substitute Trustee").

WHEREAS, by Deed of Trust dated the 24th day of September , 1998, of record in Trust Book 11141, page 1, Register's Office for Davidson County, Tennessee, Joan Boyd Harden , (the "Grantor") conveyed to American Title (as hereinafter defined) to secure payment to Bay Financial Savings Bank, F.S.B.. (the "Lender"),of a certain indebtedness described in the Deed of Trust (the "Indebtedness"); and

WHEREAS, the Indebtedness became overdue and unpaid, and other conditions of default occurred, by reason of which the Lender declared the Deed of Trust to be in default; and

WHEREAS, Lender's agent Mortgage Lenders Network, USA, Inc. appointed W. Clark Meredith to serve as Substitute Trustee in place of in accordance with the terms of the Deed of Trust by an Appointment of Substitute Trustee recorded in the Register of Deeds Office; and

WHEREAS, Lender directed the Substitute Trustee to sell the Property as provided in the Deed of Trust, and the Substitute Trustee caused notice to be published in the Nashville Record that the Property would be sold at 12:00 Noon on May 10, 2002, at the front steps of the Davidson County Courthouse in Nashville, Tennessee (the "Foreclosure Notice"), such Foreclosure Notice appearing in said paper on April 18, 25, May 2, 2002, and

WHEREAS, the Substitute Trustee, by and through his Agent, at the time, place and date specified in the Notice of Substitute Trustee's Sale of Real Estate offered the Property for sale, and after opening the floor for competitive bids, sold the Property to _____ at price of FORTY EIGHT THOUSAND EIGHT HUNDRED DOLLARS AND NO CENTS ($48,800.00) this being the highest, last and best bid.

NOW, THEREFORE, I, W. Clark Meredith, Substitute Trustee as aforesaid, in consideration of the premises and the sum of $48,800.00 , to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto Anthony Cherry, [its/his/her/their] [heirs], successors and assigns ([collectively,] the "Grantee") all of my right, title and interest in and to the following described real estate, together with the Hereditaments and Appurtenances thereunto appertaining, but no further or otherwise, located in Davidson County, Tennessee (collectively, the "Property"), and more particularly described as follows, to wit:

A certain tract or parcel of land in Davidson County, State of Tennessee, described as follows: BEING part of Lot No. 6 in the division of the Estate of John Hobson, described as follows: BEGINNING in the center of Seymour Avenue at a point 250 feet East of the piece of ground, formerly owned by A.W. Hooker, Trustee, the Subdivision of which is of record in Book No. 57, page 131, Register's Office for said County, thence Easterly with the center of Seymour Avenue 50 feet; thence Northerly at right angles 208 feet more or less, to a point of land owned by Charlie Black; thence Westerly with the line of Charlie Black's property, 50 feet; thence Southerly 208 feet, more or less, to the beginning. BEING the same property conveyed to Joan Boyd Harden by deed from Mary M. Johnson and husband, Sean L. Johnson, of record in Book 8147, page 386, and corrected in Book 8149, page 27, Register's Office for Davidson County, Tennessee.

TAX ID # 83-5-4

The street address of the Property is believed to be 1009 Seymour Avenue, Nashville, TN 37206 , 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 the Property, in bar of all statutory rights and equity redemption homestead, dower and all other rights of any kind, all of which are hereby expressly waived but only to the extent provided in, said Deed of Trust.

Grantee hereunder accepts title to the Property and all improvements thereon in an AS IS WHERE IS condition, and without representation or warranty from Substitute Trustee as to any matter whatsoever. Without limiting the foregoing, SUBSTITUTE TRUSTEE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ADDITIONALLY, TRUSTEE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES AS TO THE ABSENCE OR PRESENCE ON OR UNDER

THE PROPERTY OF HAZARDOUS SUBSTANCES AS DEFINED BY ANY ENVIRONMENTAL LAWS, INCLUDING WITHOUT LIMITATION THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT ("CERCLA") OR SIMILAR FEDERAL AND STATE LEGISLATION (COLLECTIVELY, THE "ENVIRONMENTAL LAWS"). Grantee accepts title to the Property subject to any problems arising in connection with the Property and/or the improvements located thereon, including without limitation problems arising out of or in connection with deterioration of any improvements thereon, violations of the Environmental Laws, and potential flood hazards. By accepting the Substitute Trustee's Deed, Grantee agrees to indemnify and hold the Substitute Trustee harmless from any and all costs, expenses, and liability, including without limitation attorneys' fees, arising out of or in connection with any of the foregoing.

Said sale is subject to certain easements, restrictions, liens, taxes and;

Any and all unpaid real and personalty taxes, plus penalty and interest, if any. Such taxes will not be pro-rated. Grantee assumes full liability for such taxes.

Any mechanics' and materialmen's liens, filed or unfiled, which take priority over the Deed of Trust upon which this foreclosure sale is had.

Title to that portion of the Property lying within the bounds of any roads, streets, or highways.

Encroachments, overlaps, boundary line disputes or other matters which would be shown by an accurate survey or inspection of the Property.

Any and all deeds of trust and/or fixture filings which take priority over the Deed of Trust upon which this foreclosure sale is had.

Subject to the liens for any unpaid assessments and/or special assessments.

Any and all other matters, including, without limitation, liens, easements, restrictions, claims, defects, encumbrances, adverse claims and other matters which take priority over the Deed of Trust under which the foreclosure was held.

WITNESS the signature of the Substitute Trustee on this the day and date first above written.

W. CLARK MEREDITH
SUBSTITUTE TRUSTEE

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:
Carol Guthrie

STATE OF TENNESSEE
COUNTY OF Anderson

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

Witness my hand and official seal at office this 10th day of May, 2002.

Carol Guthrie
Notary Public

My Commission Expires: 11-29-04

I hereby swear or affirm that the actual consideration or the true value of this transfer, whichever is greater, is $ 48,800.

Affiant

Sworn to and subscribed before me this 7th day of August, 2002.

Notary Public

~~My Commission Expires:~~