Name and address of owner:
John & ~~Bettie~~ L. Martin
517 West Boro Drive
Nashville, TN 37209

Send tax bills:

Same

Prepared by:
David G. Mangum, Attorney
2012 Eighth Avenue South
Nashville, TN 37204

Davidson County DEEDTRS
Recvd: 08/29/02 16:07 2pgs
Fees:13.00 Taxes:120.25
20020829-0105000

MAP/PARCEL: 147-03-0-B-079.00CO

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, under a Deed of Trust dated January 16, 2001, recorded in Instrument No. 20010118-0005589, Register's Office, Davidson County, Tennessee, Ronnie Rogers, conveyed to F.B. Murphy, Jr., Trustee, the hereinafter described property to secure the therein mentioned indebtedness; and

WHEREAS, by instrument dated July 15, 2002, recorded in Instrument No.: 20020724-0088696, said Register's Office, the lawful owner and holder of the indebtedness described in and secured by the aforementioned Deed of Trust, nominated and appointed David G. Mangum as Substitute Trustee; and

WHEREAS, default having been made in the terms, conditions, and payments made and provided for in said Deed of Trust, and the lawful owner and holder of said indebtedness having declared the entire debt and interest due and payable; and

WHEREAS, the lawful owner and holder of said indebtedness having requested David G. Mangum, Substitute Trustee, to sell said property in satisfaction of the indebtedness; and

WHEREAS, I, David G. Mangum, Substitute Trustee, did give 22 days notice of the time, place and terms of the sale by an advertisement in three weekly publications in *The Nashville Business Journal*, a newspaper published in Davidson County, Tennessee, said advertisement appearing in the editions of said newspaper under the dates of August 2, August 9, and August 16, 2002, stating that on Friday, August 23, 2002 at 12:30 P.M., at the front door of the courthouse in Nashville, Davidson County, Tennessee, said property hereinafter described would be sold to the best and highest bidder for cash at public outcry, free from the equity of redemption, homestead, dower, and all other exemptions which are expressly waived in said Deed of Trust, but subject to any and all unpaid real estate taxes; and

WHEREAS, on said date at the time and place stated in said advertisement, and on said terms, I, David G. Mangum, Substitute Trustee, offered said property for sale at public outcry and sold said property to John Martin and wife, ~~Bettie~~ Betty K.F. L. Martin, their heirs and assigns, for $32,500.00, which amount was the highest, best, and last bid.

NOW THEREFORE, FOR AND IN CONSIDERATION OF THE SUM of the highest, best, and last bid, as set out above, cash in hand paid, the receipt of which is hereby acknowledged, I, David G. Mangum, Substitute Trustee, do hereby bargain and sell, and by these presents transfer and convey unto the said **John Martin and wife, ~~Bettie~~ Betty K.F. L. Martin,** (hereinafter referred to as Grantee), their heirs and assigns, the following described property situated and lying in Davidson County, Tennessee, and having a mailing address of 370 Wallace Road, Unit D-12, Nashville, TN, and more particularly described as follows:

> A CERTAIN condominium unit in Davidson County, Tennessee, described as follows: Unit No. D-12 in a Horizontal Property Regime of Southern Hills Condominium, Master Deed of record in Book 6594, page 502, as set forth in Exhibit

A-2, said Register's Office, to which plan reference is made for a more complete description.

DEED REFERENCE:
BEING the same property conveyed to Ronnie Rogers by deed from Nashville Investment Co., Inc., a Tennessee Corporation, of record in Instrument No. 20010118-0005588, said Register's Office.

This sale is subject to any and all unpaid real estate taxes; restrictive covenants, easements and setback lines; any and all redemption rights, including rights of redemption of any governmental agency, State or Federal; and any and all other prior liens or encumbrances against said real property.

TO HAVE AND TO HOLD said property with the appurtenances, estate, title, and interest thereto belonging to said Grantee, their heirs and assigns forever, but subject to said real estate taxes and aforementioned Deed of Trust.

And I do further transfer and assign unto the said Grantee all the rights and benefits of the covenants and warranties in said Deed of Trust in as full and ample manner as under it, I can or should do, but I convey and assign as Trustee and not any further or otherwise.

WITNESS my hand on this the 23rd day of August, 2002.

David G. Mangum, Substitute Trustee

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **David G. Mangum**, Substitute Trustee, the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, on this the 23rd day of August, 2002.

Kay E Farmer
Notary Public

My Commission Expires: 9-28-02

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $32,500.00.

Affiant

Subscribed and sworn before me, this 23rd day of August, 2002.

Kay E Farmer
Notary Public

My Commission Expires: 9-28-02

#55380