Davidson County DEEDQC
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Fees:18.00 Taxes:189.44
20030203-0014637

This Instrument Prepared By:
Caren C. Gabriel, Staff Attorney
AEDC Federal Credit Union
P. O. Box 1210
Tullahoma, TN 37388

Real Property Tax Responsibility:
Arthur L. Cannon
510 Buchanan Street
Nashville, TN 37208

MAP 83-5; PARCEL 26

DEED

This Deed is executed to be effective as of the 2nd day of March, 1995, from AEDC FEDERAL CREDIT UNION, as grantor, to ARTHUR L. CANNON and DETRIA MILLER, Tenants in Common, as grantees.

WITNESSETH:

WHEREAS, on September 26, 1988, Alvin Morton, a resident of Davidson County, Tennessee, executed a Deed of Trust (the "Deed of Trust") to Ray H. Bass, Trustee, to secure the prompt payment of certain indebtedness payable to Auto Glass Employees Federal Credit Union, now known as AEDC FEDERAL CREDIT UNION, which indebtedness was evidenced in part by a promissory note (the "Note") as is more particularly described in the Deed of Trust, which is of record in the Register's Office of Davidson County, Tennessee, in Book 7616, page 644, to which reference is hereby made; and

WHEREAS, Arthur L. Cannon co-signed the Note to AEDC FEDERAL CREDIT UNION along with Alvin Morton, but Arthur L. Cannon did not execute the Deed of Trust in which Alvin Morton conveyed to the trustee his interest in the Property; and

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

WHEREAS, AEDC FEDERAL CREDIT UNION instructed the Substitute Trustee, Gregory D. Smith, to foreclose upon the Property for the purposes of effecting payment in satisfaction of the indebtedness, including principal, interest, attorney' fees and costs of sale; and

WHEREAS, Gregory D. Smith, as Substitute Trustee did on January 5, 1995, commencing at 12:00 o'clock p.m. pursuant to advertisement published in **The Nashville Record,** in the editions of December 15, 1994, December 22, 1994, and December 29, 1994, offer for sale and sold at public outcry to the highest and best bidder for cash, in bar of all equities of redemption, statutory redemption, dower and homestead, the hereinafter described real estate, at which such sale AEDC FEDERAL CREDIT UNION became the highest and best bidder; and

WHEREAS, the Substitute Trustee conveyed the Property to AEDC FEDERAL CREDIT UNION by deed of record in Deed Book 9571, page 517, in the Register's Office of Davidson County; and

WHEREAS, AEDC FEDERAL CREDIT UNION has agreed to convey to Arthur L. Cannon and Detria Miller, as Tenants in Common, all of its right, title and interest in the Property in exchange for a payment by Arthur L. Cannon in the amount of Fifty-One Thousand Two Hundred Dollars ($51,200.00);

NOW, THEREFORE, for and in consideration of the sum of $51,200.00, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, AEDC FEDERAL CREDIT UNION hereby conveys, transfer, remise, release, relinquish and quitclaims unto ARTHUR L. CANNON and DETRIA MILLER, Tenants in Common, as grantees all of AEDC FEDERAL CREDIT UNION'S right, title, and interest in and to the following described real estate (referred to herein as the "Property") having an address of 1016 Seymour Avenue, Apt. D, Nashville, Davidson County, Tennessee, 37206:

> Land in Davidson County, Tennessee, being the easterly 75 feet of the westerly 100 feet of the northerly 155 feet of Lot No. 59 on the Plan of Stratton and Seymour's Addition to Edgefield, now East Nashville, as of record in Book 57, page 23, Register's Office for Davidson County. Said part of Lot No. 59 fronts 75 feet on the southerly side of Seymour Avenue and runs between parallel lines 155 feet to a proposed alley.
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> Being the same property conveyed to Alvin Cannon Morton and Arthur L. Cannon by deed from Evelyn Flatt, unmarried, of record in Book 7616, page 641, Register's Office for Davidson County, Tennessee.
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> Being the same property conveyed to AEDC FEDERAL CREDIT UNION from Gregory D. Smith, Substitute Trustee, of record in Book 9571, page 517, Register's Office for Davidson County, Tennessee.
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> The above described property is improved property.

This conveyance is intended to convey to Arthur L. Cannon and Detria Miller, as Tenants in Common, all of the right, title and interest of AEDC FEDERAL CREDIT UNION in the above-described Property, recognizing that the Substitute Trustee did not foreclose on the interest of Arthur L. Cannon, if any, in the Property, and thus conveys to Arthur L. Cannon and Detria Miller, as Tenants in Common, only the interest obtained by the AEDC FEDERAL CREDIT UNION through the foreclosure and the execution of the Trustee's Deed. AEDC FEDERAL CREDIT UNION makes no warranties of title regarding this Property, except to state that there have been no liens or encumbrances placed against the Property since the recordation of the Trustee's Deed referenced herein, and to state that AEDC FEDERAL CREDIT UNION has not otherwise conveyed its interest in the property since the recordation of the Trustee's Deed.

IN WITNESS WHEREOF, the undersigned has executed this instrument to be effective this 2nd day of March, 1995.

AEDC FEDERAL CREDIT UNION

BY: Caren C. Gabriel
Caren C. Gabriel
Executive Vice-President/General Counsel

STATE OF TENNESSEE
COUNTY OF COFFEE

Personally appeared before me, a Notary Public in and for said County and State, CAREN C. GABRIEL, Executive Vice-President/General Counsel of AEDC FEDERAL CREDIT UNION, the within named bargainor, with whom I am personally acquainted, and who acknowledged that she executed the foregoing instrument for the purposes therein contained, she being authorized so to do.

WITNESS MY HAND and official seal this 2nd day of March, 1995.

Carla L. Ensley
NOTARY PUBLIC

CARLA L. ENSLEY NOTARY PUBLIC AT LARGE STATE OF TENN.

My Commission Expires: 10/31/95

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $51,200.00, which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale.

Arthur Cannon
AFFIANT

SWORN TO and subscribed before me, this 2nd day of March, 1995.

Michelle A. Roberts
NOTARY PUBLIC

MICHELLE A. ROBERTS NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TN

My Commission Expires: July 28, 1998