This Instrument Prepared By:
BAYDOUN & REESE PA
150 Fourth Avenue North, Suite 2120
Nashville, Tennessee 37219

Address New Owner(s):	**Send Tax Bills To:**	**Map & Parcel Nos.:**
Don A. Evans Margaret E. Evans 114 Spearhead Dr Lebanon, TN 37090	SAME	**Map 182, Parcel 66**

TRUSTEE'S DEED

WHEREAS, default was made in the terms, conditions and payments provided for and made in a Deed of Trust dated June 7, 1996, executed by Phillip Evans and wife, Jacqueline Evans, to Richard A. Northcutt, Trustee, of record in Book 10087, page 471, Register's Office for Davidson County, Tennessee; and

WHEREAS, Don and Margaret Evans, the owners and holders of the indebtedness secured by said Deed of Trust of record in Book 10087, page 471, Register's Office for Davidson County, Tennessee, replaced said Trustee by naming Nader Baydoun as Substitute Trustee by an instrument of record at Instrument #200212230158238, Register's Office for Davidson County, Tennessee, and authorized him to act with the powers given the Trustee in said Deed of Trust; and

WHEREAS, Nader Baydoun, Substitute Trustee, caused said real property to be advertised in accordance with the provisions of said Deed of Trust, advertising that said property would be sold at 12:00 o'clock P.M., prevailing time on Monday, February 10, 2003, at the front door of the Davidson County Courthouse, Nashville, Davidson County,

Davidson County DEEDTRS
Recvd: 02/10/03 12:17 5pgs
Fees:28.00 Taxes:18.50
20030210-0018045

Tennessee, to be knocked off and sold to the highest, best and last bidder for cash, and free from the equity of redemption, homestead, dower, and all other exemptions as provided in said Deed of Trust; but subject to any and all mortgages, liens, claims, and unpaid taxes which may be a lien against said property; and

WHEREAS, the Substitute Trustee personally appeared and offered said property for sale at public outcry and the highest, best and last bid received was the sum of Five Thousand & No /100 Dollars ($ 5,000.00) by Don A. Evans & Margerit E. Evans (hereinafter referred to as the "Grantee") and said property was knocked off and sold to the Grantee.

NOW, THEREFORE, in consideration of the premises and sum of Five Thousand & No /100 Dollars ($ 5,000.00) cash in hand paid by the Grantee, Nader Baydoun, Substitute Trustee, has this day bargained and sold and, by the premises, does transfer and convey to Grantee, its/their heirs and assigns, a certain tract or parcel of land situated in Davidson County, Tennessee, and described as follows:

> Land in the 5th Civil District of Davidson County, Tennessee, being a portion of the land conveyed to Malcolm R. Bess and wife, on July 17, 1972, and described according to a survey made by William R. Ingram on June 1, 1976, as follows:
>
> Beginning at a point lying on the northerly margin of Bell Road, said point further described as being the southwest corner of the M.R. Bess property recorded in Book 4619, page 235, said Register's Office, thence, leaving said northerly margin, North 5 deg. 40' 25" East 683.88 feet to a point, thence; along the southerly line of Phillip Saindon, trustee property recorded in Book 5012, page 680, said Register's Office, North 55 deg. 15' 22" East 71.51 feet to a point, thence; leaving said southerly line South 9 deg. 00' 50" East 575.67 feet to a point lying on the aforementioned northerly margin of Bell Road, thence; South 54 deg. 48' 29" West along said margin 265.00 feet to the beginning, containing 2.00 acres, more or less.

Being the same property conveyed to Phillip Evans and wife, Jacqueline Evans, by deed from Don A. Evans and wife, Margaret E. Evans, of record in Book 10087, page 468, Register's Office for Davidson County, Tennessee.

This conveyance is subject to a First and Prior Deed of Trust of record in Book 10012, page 422, Register's Office for said County.

Said property is more commonly known as 1461 Bell Road, Nashville, Davidson County, Tennessee 37211.

To have and to hold the said tract or parcel of land with the appurtenances, estate, title and interest thereto belonging to the Grantee, its/their heirs, successors, and assigns forever.

And the Substitute Trustee covenants with the said Grantee that he is lawfully seized and possessed of said real property as Substitute Trustee only and, by the terms of the above-mentioned Deed of Trust, has a good right to sell and convey the same and that same is unencumbered except for any and all mortgages, liens, claims, and any and all unpaid taxes that may be a lien against said real estate.

The Substitute Trustee further covenants and binds himself/his successors and assigns, to warrant and forever defend the title to said real estate to the Grantee, its/their heirs and assigns, against the lawful claims of any persons claiming by or through him as Substitute Trustee, but no further or otherwise; it being the intention of the Substitute Trustee only to convey to Grantee no greater title in the subject real estate than he received as Substitute Trustee and that, as Substitute Trustee, he has the right to sell and convey.

This sale is subject to all matters shown on any applicable recorded Plat or Plan; any unpaid taxes which exist as a lien against said property; any restrictive covenants,

easements or setback lines that may be applicable; any statutory rights of redemption not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal; and any prior encumbrances that may exist against the property. This sale is also subject to any matter that an accurate survey of the premises might disclose.

Witness my hand this 10th day of February, 2003.

Nader Baydoun, Substitute Trustee

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Jack F. Stringham, a Notary Public of this county, Nader Baydoun, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 10th day of February, 2003.

NOTARY PUBLIC

My Commission Expires:

JACK F. STRINGHAM II
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.

My Commission Expires JULY 29, 2006

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $ 5,000.00.

AFFIANT

Subscribed and sworn before me on this 10th day of February, 2003.

NOTARY PUBLIC

My Commission Expires

JACK F. STRINGHAM II NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires JULY 29, 2006