Davidson County DEEDTRS
Recvd: 06/26/03 14:05 2pgs
Fees:13.00 Taxes:108.25
20030626-0088563

This Instrument Prepared By:

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Smythe & Puryear
Suite 333- Pilcher Building
144 Second Avenue, North
Nashville, TN 37201
(615) 255-4849

SUBSTITUTE TRUSTEE'S DEED

Address New Owner(s) As Follows:	Send Tax Bills To:	Map-Parcel Nos.
Robert and Glenda Whitaker 1129 Overton Lea Road Nashville, Tennessee 37220	Same	Map No. 075-06-0-A Parcel 71 CO

I, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $29,257.58, which includes the assumption of a first mortgage indebtedness of $19,257.58.

Affiant

Subscribed and sworn to before me, this 26th day of June, 2003.

Notary Public

My Commission Expires: January 28, 2007

WHEREAS, by Deed of Trust dated March 21, 1994 and recorded in Book 9311, Page 799, Register's office for Davidson County, Tennessee, Lloyd Stringer and Dorothy Stringer, conveyed to John M. Jordan, Trustee, the hereinafter described property for the purpose of securing the payment of the indebtedness and performance of the obligations therein set forth; and

WHEREAS, the holder of the debt secured the appointment of undersigned as Substitute Trustee by instrument of record in Instrument No. 20030224-0024387, said Register's office; and

WHEREAS, default was made in the terms and conditions of said Deed of Trust, and the beneficiary requested the undersigned to advertise and sell said property under the terms and provisions of said Deed of Trust; and

WHEREAS, in pursuance of said request of said beneficiary, the said property was advertised for sale in conformity with the terms and provisions of said Deed of Trust, and said advertisement appeared in the Nashville Record on May 29, 2003, June 5, 2003, and June 12, 2003; and

WHEREAS, pursuant to the Notice of Sale, the foreclosure sale was appointed to be held on the 23rd day of June, 2003, at 12:00 o'clock p.m. at the front door of the Davidson County Register's Office, 501 Broadway, Nashville, Tennessee; and

WHEREAS, at the time and place mentioned in said advertisement, the undersigned offered said property for sale at public outcry to the highest and best bidder for cash at which sale, Robert L. Whitaker and wife, Glenda P. Whitaker, being the highest and best bidder became the purchaser of said property at and for the sum of Ten Thousand, One Dollars ($10,000.00), plus the assumption of a first lien Deed of Trust in the unpaid amount of Nineteen Thousand Two Hundred Fifty-seven and 58/100ths ($19,257.58) of record in Book 6796, Page 487, said Register's Office.

NOW, THEREFORE, in consideration of the premises, and the said purchase price bid and paid, undersigned, as the Substitute Trustee, does hereby grant, bargain, sell, transfer, and convey unto Robert L. Whitaker and wife, Glenda P. Whitaker, the following real estate:

> Being Unit A of Lot 36 of Phase 4 of Hermitage Villa Condominiums, as shown by the Master Deed and Bylaws of Hermitage Villa Condominiums, of record in Book 6623, Page 595, Register's Office of Davidson County, Tennessee, to which reference is hereby made for a more complete description of said unit, together with an undivided interest in the common elements for Hermitage Villa Condominiums, appurtenant to said unit as defined in the said Master Deed and Bylaws for Hermitage Villa Condominiums.
>
> Being the same property conveyed to Lloyd Stringer and Dorothy Stringer by Deed of record in Book 9311, Page 796, Register's Office for Davidson County, Tennessee.

to have and to hold the same, together with all the hereditaments, improvements, buildings, easements, and appurtenances therein and thereunto belonging and appertaining, in fee simple, forever and free from all homestead, dower, equitable right of redemption, statutory right of redemption, marital share and all other exemptions and redemptive rights of every kind in the makers of said Deed of Trust, and all persons claiming through and under said makers.

UNDERSIGNED, as Substitute Trustee, does hereby transfer, assign, and set over unto Robert L. Whitaker and wife, Glenda P. Whitaker, their heirs, successors and assigns, all of the covenants or warranties contained in the its aforesaid Deed of Trust, and does hereby warrant the title to the aforesaid real estate as fully and completely as he is authorized to do as such Substitute Trustee, but no further or otherwise. Undersigned makes no warranties as to condition, location or set back of improvements on the property. The property is subject to all easements or restrictions of record in the Register's Office. This conveyance is subject to such priority tax liens and prior encumbrances as may appear of record, as well as all ad valorem property taxes which may be of record or applicable to said property.

The designation of the parties to this instrument in either the plural or singular shall be applied to mean either number, and where appropriate in the context hereof, shall mean any one or more of said parties, and any pronoun used herein shall include the masculine, feminine and neuter genders.

IN WITNESS WHEREOF, undersigned has hereunto ~~set his~~ hand and seal, this 26th day of June, 2003.

Daniel H. Puryear
Substitute Trustee

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Shelley L. Orr, a Notary Public in and for the said county and State, the within named bargainor, Daniel H. Puryear, Substitute Trustee, with whom I am personally acquainted, (or who proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purpose therein contained.

Witness my hand and official seal at office this 26th day of June, 2003.

Shelley L. Orr
Notary Public

My Commission Expires: January 28, 2006