Davidson County DEEDTRS
Recvd: 12/01/03 10:56 4pgs
Fees:23.00 Taxes:165.24

20031201-0172363

This instrument prepared by:

Kleinsmith & Associates, P.C.
6035 Erin Park Drive
Colorado Springs, Co 80918

INST. NO. 20010501-0043644

Responsible Taxpayer and Property Owner:
Tax Parcel No. 043-13-0-350

Name: Bank of New York, As Trustee

Address: c/o Countrywide
Home Loans, Inc.
7105 Corporate Drive
Plano, TX 75024

Common Description: 231 Hickory Street
Madison, TN 37115

Legal Description: See Exhibit "A"

I, or we, hereby swear or affirm that the actual consideration for the transfer or value of the property transferred, whichever is greater, is $44,658.72 which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Sworn to and subscribed before me, this
25th day of November, 2003

Notary Public
My Commission Expires: 10/21/07.

ANGENETTE LINAMAN NOTARY PUBLIC STATE OF COLORADO

SUCCESSOR TRUSTEE'S DEED

Whereas, by virtue of the power and authority vested under that Deed of Trust executed by **Barbara E. Suth** dated **02/28/2001** and recorded **05/01/2001** at Instrument No. **20010501-0043644**, Register's Office of Davidson County, Tennessee, given to secure payment of a certain indebtedness evidenced by a promissory note set forth therein, payable to the order of **Mortgage Electronic Registration Systems, Inc. acting solely as nominee for America's Wholesale Lender** default having been made in the performance of the terms and provisions of the Deed of Trust, demand having been made upon the said Debtor for payment in accordance with the provisions of the Deed of Trust, default having been made in the payment upon demand, said indebtedness described by the said Deed of Trust having been declared to be due and payable in accordance with the terms thereof, said default continuing without reinstatement, at the request of Holder of the note for the purpose of effecting payment of all sums due under the terms of the note and Deed of Trust, principal interest and costs of sale, Philip M. Kleinsmith, Trustee, did on Tuesday, **November 25, 2003** at 10:00 a.m. pursuant to the advertisement published in the **Nashville Record News** and sent by mail to the Debtor and lienors of record, offer for sale, at **Front Steps of Old Ben West Library Building, 225 Polk Avenue, Nashville**, TN, in bar of the equities of redemption, dower and homestead, the hereinafter described real estate, at which sale **Mortgage Electronic Registration Systems, Inc. acting solely as nominee for America's Wholesale Lender** became the highest and best bidder(s) at and for the sum of **$44,658.72** and

WHEREAS, the proceeds of the sale were sufficient to satisfy all sums of principal, interest, attorney fees, costs and other sums accruing under the terms of the aforesaid Deed of Trust.

WHEREAS, **Mortgage Electronic Registration Systems, Inc. acting solely as nominee for America's Wholesale Lender**, directed and instructed the undersigned to transfer, convey and assign the real estate described herein to the Bank of New York, As Trustee, and to deliver the deed of reconveyance to said Company;

NOW THEREFORE, Philip M. Kleinsmith, Trustee, exercising the power and authority vested in him, and in bar of the equities of redemption, dower and homestead, does hereby sell, transfer , and convey unto **Bank of New York, As Trustee,** Grantee, the following described real estate, to wit:

See attached Exhibit "A"

To HAVE AND TO HOLD said described real estate unto the Grantee, his successors and assigns, forever in fee simple

Sale was advertised and made as Trustee only, without covenants or warranties of title, express or implied, subject to any governmental zoning or subdivision ordinances in effect thereon and this conveyance is so made. However, Grantor, as Trustee, but not otherwise, hereby assigns and sets over to Grantee all of the

covenants and warranties contained in the Deed of Trust recorded at Instrument No. **20010501-0043644**, referred to therein.

IN WITNESS WHEREOF, Philip M. Kleinsmith, Trustee, has caused these presents to be executed this 25th day of November, 2003.

PHILIP M. KLEINSMITH, Trustee

STATE OF COLORADO)
COUNTY OF EL PASO)

Before me, Angenette Linaman, a Notary Public , duly appointed, commissioned, and qualified in and for the State and County aforesaid, personally appeared Philip M. Kleinsmith with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), to be the person described in and who executed the foregoing instrument and acknowledged that he executed same as his free act and deed.

This the 25th day of November, 2003.

ANGENETTE LINAMAN NOTARY PUBLIC STATE OF COLORADO

Notary Public

My Commission Expires: 10/21/07.

EXHIBIT A

BEING a part of Lot No. 11 Block "I" on the Plan of Forest Park Subdivision of Madison, Tennessee, as recorded in Book 843, page 44, Register's Office for Davidson County, Tennessee, and further described as follows:
BEGINNING at a point in the Southwest corner of Lot No. 12 in said Subdivision; and thence East 50 feet to the Southwest corner of Lot No. 13 in said subdivision and said lots thence South about 50 feet to a stake; thence west about 50 feet to a stake; thence north about 50 feet to a point of beginning.
This property fronts about 50 feet on the East side of Second Ave. and extends back in an eastwardly direction about 50 feet.

Being the same property conveyed to Barbara E. Suth by deed from Linda F. Starkey, unmarried, dated February 28, 2001 the same being recorded simultaneously herewith.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR
PRINTING IN THIS DOCUMENT
UNSATISFACTORY WHEN RECEIVED