Davidson County DEEDQC
Recvd: 02/13/04 09:02 3pgs
Fees:18.00 Taxes:299.70
20040213-0017208

**This Instrument Prepared By:**
**R. Grant Dobson**
**MILLER & MARTIN LLP**
**1000 Volunteer Building**
**832 Georgia Avenue**
**Chattanooga, Tennessee 37402-2289**

| **Name and Address of New Owner:** | **Name and Address of Person or Entity Responsible for Payment of Real Property Taxes:** | **Tax Map & Parcel No.:** |
|---|---|---|
| AmSouth Bank<br>RCN4<br>P.O. Box 10063<br>Birmingham, AL 35202-0063 | Same | 165-14-0-034.00 |

## TRUSTEE'S QUITCLAIM DEED

**THIS DEED** is executed to be effective as of the 23rd day of January, 2004 from R. Grant Dobson as Grantor, in his capacity as Substitute Trustee, to AmSouth Bank as Grantee.

**W I T N E S S E T H:**

**WHEREAS**, on June 25, 1998, Harvey L. Rucker, III and Mary D. Rucker, husband and wife, executed a Deed of Trust ("Deed of Trust") to the trustee named therein to secure the prompt payment of certain indebtedness ("Indebtedness") held by and owing to AmSouth Bank, successor in interest to First American National Bank ("Bank"), said indebtedness being more particularly described in the Deed of Trust which is of record in the Register's Office of Davidson County, Tennessee ("Register's Office") in Book 11009, Page 169, to which reference is hereby made;

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

**WHEREAS**, pursuant to the terms of the Deed of Trust, R. Grant Dobson was appointed as Substitute Trustee as reflected in that certain Appointment of Substitute Trustee recorded in Instrument 20031216-0179475 in the Register's Office; and

**WHEREAS**, by virtue of the power and authority vested in me as Substitute Trustee under the Deed of Trust, at the request of Bank, being the owner and holder of the Indebtedness secured thereby, and for the purposes of effecting payment and satisfaction of the Indebtedness, including principal, interest, late charges, attorney fees and costs of sale, I, R. Grant Dobson, as Substitute Trustee, by and through my agent, did on January 23, 2004 commencing at 10:30 a.m., pursuant to advertisement of sale published in *The Nashville Record*

in its editions of January 1, 2004, January 8, 2004, and January 15, 2004, offer for sale and sold at public auction to the highest and best bidder for cash at the corner of 5th and Broadway at the Gaylord Entertainment Center in front of the Register of Deeds in the city of Nashville, Tennessee, in bar of the equities of redemption, the statutory right of redemption, dower, homestead, elective share, and all other rights and exemptions of every kind, all of which are expressly waived in the Deed of Trust, the hereinafter described real estate, at which sale the Grantee was the highest and best bidder at and for the sum of Eighty-One Thousand and no/100 Dollars ($81,000.00).

**NOW, THEREFORE**, I, R. Grant Dobson, Substitute Trustee, exercising the power and authority vested in me, and free from the equity of redemption, the statutory right of redemption, dower, homestead, elective share, and all other rights and exemptions of every kind, do hereby quitclaim to the Grantee, its successors and assigns, all my interest in the following described real estate located in the City of Antioch, County of Davidson, State of Tennessee:

> Land in Davidson County, Tennessee, being Lot No. 67 on the Plan of Peppertree Forest Subdivision Section 3 of record in Plat Book 7900, Page 249, Register's Office for said County, to which reference is made for a more complete description.

The property address is believed to be:
4648 Chutney Drive, Antioch, TN 37013

**For source of Grantor's equitable interest in the property, reference is made to Book 11009, Page 169, in the Register's Office. The legal description is unchanged from the prior deed of record.**

The Substitute Trustee does hereby quitclaim unto Grantee all of his right, title and interest in the said property and not further or otherwise and subject to (i) any governmental zoning or subdivision ordinances or regulations, (ii) any liens and encumbrances superior to the Deed of Trust, (iii) taxes and assessments owing on the property, (iv) all rights of redemption of taxing authorities, and (v) all other matters which are prior in right to the lien of the Deed of Trust.

**IN WITNESS WHEREOF,** I, R. Grant Dobson, Substitute Trustee, have executed this instrument to be effective the date first above written.

R. Grant Dobson, Substitute Trustee

**STATE OF TENNESSEE )**
**COUNTY OF HAMILTON)**

Before me, personally appeared R. Grant Dobson, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument as Substitute Trustee, and acknowledged that he executed the same as his free act and deed for the purposes therein contained.

**WITNESS** my hand and seal, at office, this 23rd day of January, 2004.

Notary Public

My Commission Expires: _____

[AFFIX SEAL] My Commission Expires February 10, 2007

**STATE OF TENNESSEE )**
**COUNTY OF HAMILTON)**

TANYA D. TRAVIS NOTARY PUBLIC AT LARGE HAMILTON CO. TN

I hereby swear or affirm that, to the best of my knowledge, information and belief, the actual consideration for this transfer is $81,000.00.

R. Grant Dobson, Substitute Trustee

Sworn to and subscribed before me
this 23rd day of January, 2004.

Notary Public

My Commission Expires February 10, 2007

My Commission Expires: _____

[AFFIX SEAL]

TANYA D. TRAVIS NOTARY PUBLIC AT LARGE HAMILTON CO. TN