PICK-UP

THIS INSTRUMENT PREPARED BY:
BAKER, DONELSON, BEARMAN & CALDWELL
1800 Republic Centre, 633 Chestnut Street
Chattanooga, Tennessee 37450

Davidson County DEEDTRS
Recvd: 02/26/04 15:10 3pgs
Fees:18.00 Taxes:188.70
20040226-0022085

TRUSTEE'S DEED

WHEREAS, by Deed of Trust dated January 4, 2002, Betty R. Garcia and husband, Jake J. Garcia, did convey in trust unto American Title, Trustee, a certain tract of land to secure payment of a debt in the principal sum of $74,400.00, payable to Oakwood Acceptance Corporation of record in Instrument 200002030011643, in the Register of Deeds Office of Davidson County, Tennessee, said Deed of Trust is incorporated herein by reference;

WHEREAS, Oakwood Acceptance Corporation, LLC ("Oakwood") is the true and lawful owner and holder of the note aforesaid, secured by the Deed of Trust aforesaid; and

WHEREAS, by instrument recorded August 13, 2003, in Instrument 20030813-0116009, in the Register of Deeds Office of Davidson County, Tennessee, Oakwood exercising its authority as such owner and holder, appointed Nelwyn Inman as Substitute Trustee; and

WHEREAS, default was made in the payment of the indebtedness secured by the Deed of Trust; and

WHEREAS, the undersigned, as Substitute Trustee, did, in compliance with provisions of said Deed of Trust, advertise for sale the property to be conveyed by same, said advertisement for sale having been published in the Nashville Record newspaper published in Nashville, Davidson County, Tennessee, in the issues of February 5, 12, and 19, 2004, of said newspaper, said sale having been advertised for February 26, 2004, at 3:00 p.m. at the entrance of the Register of Deeds for Davidson County, 501 Broadway, Nashville, Tennessee, at which time and place same was offered for sale and sold; and

WHEREAS, said sale was made subject to prior liens and encumbrances of record, including liens of real estate taxes, and any applicable restrictions, building liens, and easements

WHEREAS, Mortgagee has complied with the notice provisions of 26 U.S.C. § 7425(c) and Reg. §§ 301.7425-1 and, T.C.A. § 67-1-1433(b)(2); and

WHEREAS, the highest and best bid for said property was then and there made on behalf of Oakwood to-wit: a bid of Fifty-One Thousand Dollars and 00/100 ($51,000.00) for said property, which bid was then and there accepted by David Waddell, as agent of Nelwyn Inman, as Substitute Trustee.

NOW, THEREFORE, for the consideration named, and for and in consideration of the compliance with the terms of said bid, the undersigned, Nelwyn Inman, as Substitute Trustee, has bargained and sold, and does by these presents bargain, sell and convey unto the said Oakwood Acceptance Corporation, L.L.C. the property advertised and sold as hereinabove recited, and more particularly described as follows:

> Being property in the City of Nashville, County of Davidson, identified on tax map 61-10, parcel 34.00.
>
> Tract No. 1: Land being Lot No. 184, on the Map of Maplewood Heights, Second Subdivision, as of record in Book 547, Pages 103-104, Register's Office for said County. This property includes a 1999 Oakwood 000HONC05530973AB.
>
> Said Lot No. 184 fronts 100 feet on the Easterly side of Hutson Avenue and runs back between parallel lines 250 feet to a dead line.

Being the same property conveyed from Robert J. Thomas, Jr., an unmarried individual, to Jack J. Garcia and wife, Betty R. Garcia, by Deed recorded on February 3, 2000 in Instrument 200002030011642 in the Register's office for Davidson County, Tennessee.

TO HAVE AND TO HOLD, unto the said Oakwood Acceptance Corp., LLC, its successors, heirs, and assigns the same together with all hereditaments and appurtenances belonging or appertaining thereto, free from all rights of homestead, dower, equity of redemption and the statutory right of redemption in Tennessee Code Annotated § 66-8-101, all of which are waived in the Deed of Trust but SUBJECT to the following:

1. Any unpaid taxes against the property.

2. Any recorded easements, conditions, covenants, rights-of-way or subdivision plats affecting the property; and

3. Any dedication of roads affecting the property and any governmental zoning and subdivision ordinances or regulations in effect.

4. Any prior or superior liens, judgment, deeds of trust or other interests of record.

5. The Right of Redemption by the United States pursuant to 26 U.S.C. §7425.

The undersigned Grantor as Substitute Trustee believes the title hereby conveyed to be good except for prior liens of record, including those described hereinabove, and including any prior liens for taxes, and any applicable restrictions, building lines and easements, but warrants same against the lawful claims of all persons claiming by, through and under a conveyance from the undersigned as Substitute Trustee, under the provisions of the above described Deed of Trust, BUT NO FURTHER OR OTHERWISE.

IN WITNESS WHEREOF, the said Nelwyn Inman, as Substitute Trustee, has hereunto set her hand this 26th day of February, 2004.

By: _____
Nelwyn Inman, Substitute Trustee

STATE OF TENNESSEE
COUNTY OF HAMILTON

Personally appeared before the undersigned Notary Public in and for said State and County of duly commissioned and qualified, Nelwyn Inman, Substitute Trustee, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 26th day of February, 2004.

_____
Notary Public

My Commission expires: 4/26/06

CYNTHIA L. OLIVER
NOTARY PUBLIC AT LARGE
HAMILTON CO., TN

PROPERTY OWNER:
MAIL TAX BILLS TO :

Oakwood Acceptance Corporation, L.L.C.
Oakwood Acceptance Corporation, L.L.C.
7800 McCloud Road
Greensboro, NC 27409-9634
(REFERENCE: Garcia, 2127603

TAX NO.: 61-10/34.00

STATE OF TENNESSEE
COUNTY OF HAMILTON

I hereby swear or affirm that to the best of Affiant's knowledge, information and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater is Fifty-One Thousand Dollars and 00/100 ($51,000.00), which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

SUBSCRIBED AND SWORN to before me
this 26th day of February, 2004.

Cynthia L. Oliver
(Notary Public)
My Commission Expires: 4/26/06

CYNTHIA L. OLIVER
NOTARY PUBLIC AT LARGE
HAMILTON CO. TN