Tax Map Identification No.: 136-5-A/72.
This instrument prepared by:
WINCHESTER, SELLERS,
FOSTER & STEELE, P.C.
Suite 1000, First Tennessee Plaza
800 South Gay Street
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Davidson County DEEDTRS
Recvd: 04/02/04 08:27 3pgs
Fees:18.00 Taxes:499.50
20040402-0037081

Responsible Taxpayer and Property Owner:

Name: Vanderbilt Mortgage & Finance, Inc. Address: P.O. Box 9800
City: Maryville State: TN Zip: 37802

I, or we, hereby swear or affirm that the actual consideration for the transfer or value of the property transferred, whichever is greater, is $135,000.00 which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

A Steele
Affiant

Sworn to and subscribed before me, this 29th day of March, 2004.

Notary Public
My Commission Expires: 6/01/05

SUCCESSOR T R U S T E E' S D E E D

This instrument made this 29th day of March, 2004, by and between **ANTHONY R. STEELE**, Trustee, of Blount County, Tennessee, party of the first part, and **Vanderbilt Mortgage & Finance, Inc.,** of Blount County, Tennessee, party(ies) of the second part.

W I T N E S S E T H:

THAT, WHEREAS, on June 14, 2002, Rodney Ollis, unmarried, duly executed and acknowledged a Deed of Trust, recorded at Instrument 20020617-0073187, in the Register's Office for Davidson County, Tennessee, conveying to Charles E. Tonkin, II, Trustee, the hereinafter described real estate, to secure payment of an indebtedness, together with fees and costs necessary to enforce the collection thereof, said note being incorporated in said Deed of Trust by reference, said real estate being more particularly bounded and described as follows:

Land in Davidson County, Tennessee, being Lot No. 121 as shown on a plan of Bayview Estates, Phase Two (A Planned Unit Development) of record in Instrument No. 200000609-0057633, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate description.

BEING the same property conveyed to Rodney Ollis by Warranty Deed from NVR, Inc., dated June 14, 2002, and recorded at Instrument 20020617-0073186 in the Register's Office for Davidson County, Tennessee.

Property Address: 2981 Harbor Lights Drive, Nashville, TN 37217 (However, property description shall control in the event of any inconsistencies between description and address).
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The foregoing property description is the same as the previous Deed of record, no updated boundary survey having been obtained at the time of this conveyance.

WHEREAS, ANTHONY R. STEELE of Blount County, Tennessee, was appointed and designated Successor Trustee under the aforesaid Deed of Trust pursuant to the terms and conditions of said Deed of Trust by the Beneficiary, said Appointment being of record in Instrument No. 20040219-0019023, in the aforesaid Register's Office; and

WHEREAS, default has been made in the payment of the total amount due and payable as provided in the obligations secured by the Deed of Trust, which total amount was past due at the time the foreclosure of said Deed of Trust was begun, and the owner and/or holder of said obligations directed the party of the first part to foreclose said Deed of Trust in accordance with the terms and provisions thereof and to sell the real estate above described; and

WHEREAS, party of the first part did advertise the sale of said real estate herein described, as provided in said Deed of Trust, in a local newspaper published in Davidson County, Tennessee, to-wit, The Nashville Record, giving the time, place and terms of said sale; and

WHEREAS, on the 26th day of June, 2004, at the hour of 11:00 o'clock a.m. local time, at the front door of the Register of Deeds Office at the Gaylord Entertainment Center, 501 Broadway, Nashville, Davidson County, Tennessee the time and place fixed in the advertised Notice of Sale, the foregoing described real estate was offered for sale at public auction FOR CASH to the last, highest and best bidder free from all equitable rights of redemption, statutory right of redemption, homestead, dower, marital share and all other exemptions and redemptive rights of every kind, the same having been waived by the terms of said Deed of Trust, and being cried for a reasonable time, was finally sold to the party(ies) of the second part, at a bid of $135,000.00 party(ies) of the second part being the highest and best bidder(s), which purchase price was paid to party of the first part and then applied by party of the first part as directed and provided in said Deed of Trust;

NOW, THEREFORE, in consideration of the premises and the said purchase price bid and paid, party of the first part, as Successor Trustee, does hereby grant, bargain, sell, transfer, and convey unto the said party(ies) of the second part the real estate hereinbefore described, TO HAVE AND TO HOLD the same, together with all of the hereditaments, improvements, buildings, easements and appurtenances therein and thereunto belonging and appertaining, and free from the right and equity of redemption, homestead, dower and all other exemptions of any and every kind in the makers of said Deed of Trust, and all persons claiming through and under said makers.

Party of the first part as Successor Trustee, does hereby transfer, assign, and set over unto the party(ies) of the second part, his (their) heirs, executors, administrators, representatives, successors and assigns, all of the covenants and warranties contained in the 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 Successor Trustee, but no further or otherwise; provided, however, this conveyance is SUBJECT TO any rights of redemption held by federal or state governmental authorities (if noted herein), priority tax liens, prior encumbrances, objections, conditions, restrictions, and any current or delinquent ad valorem property taxes which may be recorded or applicable to said property, including any applicable personal property, business, or other local taxes.

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, party of the first part has hereunto set his hand and seal the day and year first above written.

ANTHONY R. STEELE, Successor Trustee

STATE OF TENNESSEE)
:ss
COUNTY OF KNOX)

Personally appeared before me, Pamela M. Hopper, a duly commissioned Notary Public in and for the County and State aforesaid, ANTHONY R. STEELE, Successor Trustee, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand at office this the 29th day of March, 2004.

Pamela M. Hopper
Notary Public

My Commission Expires: 6/01/05

PAMELA M. HOPPER NOTARY PUBLIC AT LARGE KNOX CO. TENN.