Davidson County DEEDTRS
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20040513-0055837

This instrument prepared by:

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

INST. NO. 200108170089291

Responsible Taxpayer and Property Owner:
Tax Parcel No. 161-06-0211

Name: Bankers Trust Company of California, NA, as Trustee

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

Common Description: 723 Tobylynn Dr.
Nashville, TN 37211
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 $84,642.81 which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Philip M. Kleinsmith, Trustee

Sworn to and subscribed before me,
by Philip M. Kleinsmith, Trustee,
this 13th day of May, 2004

Notary Public
My Commission Expires: 12/27/07.

SARAH B. BUNTEN NOTARY PUBLIC STATE OF COLORADO

MY COMMISSION EXPIRES 12/27/2007

SUCCESSOR TRUSTEE'S DEED

Whereas, by virtue of the power and authority vested under that Deed of Trust executed by **Vicky S. Crawford** dated **8/15/01** and

recorded **8/17/04** in Instrument **#200108170089291**, 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 **Secretary of Veteran's Affairs** 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 Thursday, **May 13, 2004** 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 Libraray Building, 225 Polk Avenue, Nashville**, TN, in bar of the equities of redemption, dower and homestead, the hereinafter described real estate, at which sale **Bankers Trust Company of California, NA** became the highest and best bidder(s) at and for the sum of **$84,642.81** 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.

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 **Bankers Trust Company of California, NA,** 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 in Instrument #200108170089291, referred to therein.

IN WITNESS WHEREOF, Philip M. Kleinsmith, Trustee, has caused these presents to be executed this 13th day of May, 2004.

PHILIP M. KLEINSMITH, Trustee

STATE OF COLORADO)
COUNTY OF EL PASO)

Before me, Sarah B. Bunten, a Notary Public , duly appointed, commissioned, and qualified in and for the State and County aforesaid, personally appeared Philip M. Kleinsmith, Trustee, 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 13th day of May, 2004.

SARAH B. BUNTEN NOTARY PUBLIC STATE OF COLORADO

Notary Public

My Commission Expires: 12/27/07.

MY COMMISSION EXPIRES 12/27/2007

ADDENDUM

Legal Description:

Situate in the 6th Civil District of Davidson County, Tennessee, and being Lot No. 157 on the plan of Section Two, Huntington Park as of record in Book 4175, Page 108, Register's Office for said County. Said Lot No. 157 fronts 84.00 feet on the southwesterly margin of Tobylynn Drive and extends back 132.75 feet on the northwesterly line and 127.65 feet on the southeasterly line, to a dead line in the rear, measuring 92.65 feet.

Restrictions:

1. 2001 Davidson County Taxes
2. Subject to any matters shown on the plat of record in Book 4175, Page 108, Register's Office for Davidson County, Tennessee, including a 30-foot minimum building setback line from Tobylynn Drive; a 10-foot public utility and drainage easement along the rear of said lot; and a 25' x 2.5' utility anchor easement on the northwest corner of said lot. Said setback line has not been violated and any future violation will not cause a forfeiture or reversion of title. Subject to easement for TVA lines in Book 2138, Page 226, and to easement in favor of First Suburban Water Utility District of Davidson County for sanitary sewers and/or storm drainage in Book 4435, Page 41. The easement does not restrict or interfere with the use of the buildings or improvements on the property and the buildings and improvements do not encroach upon the easement. Subject to restrictions of record in Book 4393, Page 383. Said restrictions have not been violated and any future violation will not cause a forfeiture or reversion of title.

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