Davidson County DEEDTRS
Recvd: 06/08/04 08:50 4pgs
Fees:23.00 Taxes:424.71

20040608-0067365

This instrument prepared by:

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

INST. NO. 200104300043280

Responsible Taxpayer and Property Owner:
Tax Parcel No. 128-14-0-122.00

Name: Federal National Mortgage Association

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

Common Description: 8035 Regency Drive
Nashville, TN 37221

Legal Description: Land in Davidson County, Tennessee, being Lot No. 34 on the plan of Resebudivision of Lots 33 and 34, Harpeth Park Sec. 3, of record in Book 4470, Page 1, Register's Office for Said County. Said Lot No. 34 fronts 75.0 feet on the northerly margin of Regency Drive and extends back 176.10 feet on the easterly line and 185.83 fee on the westerly line to a dead line in the rear, measuring 112.83 feet thereon.

I, or we, hereby swear or affirm that the actual consideration for the transfer or value of the property transferred, whichever is greater, is $114,787.69 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 27th 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 **Tricia McMahon** dated **03/21/2001** and recorded **04/30/2001** in Instrument No. **200104300043280**, 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 Thursday, **May 27, 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 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 **$114,787.69** 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 **Federal National Mortgage Association,** and to deliver the deed of reconveyance to said Department;

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 **Federal National Mortgage Association,** 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 No. **200104300043280**, referred to therein.

IN WITNESS WHEREOF, Philip M. Kleinsmith, Trustee, has caused these presents to be executed this 27th 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 27th day of May, 2004.

Notary Public

SARAH B. BUNTEN NOTARY PUBLIC STATE OF COLORADO
MY COMMISSION EXPIRES 12/27/2007

My Commission Expires: 12/27/07.

Land in Davidson County, Tennessee, being Lot No. 34 on the plan of Resubdivision of Lots 33 and 34, Harpeth Park Sec. 3. of record in Book 4470, page 1, Register's Office for said County.

Said Lot No. 34 fronts 74.0 feet on the northerly margin of Regency Drive and extedns back 176.10 feet on the easterly line and 185.83 feet on the westerly line to a dead line inthe rear, measuring 112.83 feet thereon.

Being the same property conveyed to the within named grantors by deed of even date and recorded simultaneously herewith.

(L-WSMC-01-2222.PFD/L-WSMC-01-2222/16)