Davidson County DEEDTRS
Recvd: 11/22/04 09:02 4pgs
Fees:23.00 Taxes:199.21

20041122-0139532

This instrument prepared by:

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

INST. NO. 20000927-0095613

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Responsible Taxpayer and Property Owner:
Tax Parcel No. 096-11-0-060.00

Name: Federal National Mortgage Association

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

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Common Description: 3226 Cloverwood Drive
Nashville, TN 37214
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 $53,840.53 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 16th day of September, 2004.

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

SARAH B. BUNTEN NOTARY PUBLIC STATE OF COLORADO

MY COMMISSION EXPIRES 12/27/2007

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SUCCESSOR TRUSTEE'S DEED

Whereas, by virtue of the power and authority vested under that Deed of Trust executed by **William S. Frakes,** dated **9/25/2000** and recorded **9/27/2000** at **INST. NO. 20000927-0095613**, 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, **September 16, 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.** became the highest and best bidder(s) at and for the sum of **$53,840.53** 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.** 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 **at INST. NO. 20000927-0095613**, referred to therein.

IN WITNESS WHEREOF, Philip M. Kleinsmith, Trustee, has caused these presents to be executed this 16th day of September, 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 16th day of September, 2004.

SARAH B. BUNTEN NOTARY PUBLIC STATE OF COLORADO

MY COMMISSION EXPIRES 12/27/2007

Notary Public

My Commission Expires: 12/27/07.

## EXHIBIT "A"

**Legal Description**

BEING LOT NO. 36 ON THE PLAN OF SECTION I, HICKORY BEND, OF RECORD IN BOOK 3300, PAGE 38, REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOT FRONTS 72 FEET ON THE NORTHERLY SIDE OF CLOVERWOOD DRIVE AND RUNS BACK 198.6 FEET ON THE EASTERLY LINE AND 176.6 FEET ON THE WESTERLY LINE TO A DEAD LINE IN THE REAR, ON WHICH IT MEASURES 80 FEET.

BEING THE SAME PROPERTY CONVEYED TO WILLIAM J. GREWCOCK AND WIFE, RUTH O. GREWCOCK BY DEED DATED JANUARY 10, 1964 FROM HICKORY BEND CONSTRUCTION COMPANY, INC. OF RECORD IN BOOK 3675, PAGE 80, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. THE SAID WILLIAM J. GREWCOCK HAVING SINCE DIED ON 6/23/94 AND THE SAID RUTH O. GREWCOCK HAVING SINCE DIED ON JUNE 22, 2000. ALSO BEING THE SAME PROPERTY CONVEYED TO WILLIAM BUREN GREWCOCK BY LAST WILL AND TESTAMENT OF WILLIE RUTH GREWCOCK DATED AUGUST 21, 1984.
THE SAID RUTH O. GREWCOCK AND WILLIE RUTH GREWCOCK BEING ONE AND THE SAME PERSON.

PROPERTY IS NOW VESTED IN WILLIAM S. FRAKES, UNMARRIED, BY WARRANTY DEED OF WILLIAM BUREN GREWCOCK BEING RECORDED SIMULTANEOUSLY HEREWITH.

WSF