RE-RECORD TO CORRECT LOT NUMBER ON LEGAL DESCRIPTION

TRUSTEE'S DEED

RE-RECORD

This instrument prepared by:
TAYLOR, PIGUE, MARCHETTI
& McCASKILL, PLLC
2908 Poston Avenue
Nashville, Tennessee 37203

Davidson County DEEDTRS
Recvd: 12/22/04 11:03 3 pgs
Fees:18.00 Taxes:300.33
20041222-0152150

Davidson County DEEDTRS
Recvd: 03/28/05 10:48 3 pgs
Fees:17.00 Taxes:0.00
20050328-0032616

L. Gino Marchetti, Jr.,
Successor Trustee

to

JP Morgan Chase Bank, N.A.,
111 East Wisconsin Avenue
Mail Station WI1-4030
Milwaukee, WI 53202

Map/Parcel 135-14-0-A/113.00 CO
824 Rocky Mtn. Pkwy, Antioch, TN

WHEREAS, Bounphet Banxahack and wife, Bouavone Banxahack executed a Deed of Trust dated the 22nd day of March, 1996, which was recorded in Book 9995, Page 244, Register's Office of Davidson County, Tennessee, conveying to Thomas H. Webber, III and Bonnette A. Dawson, Trustees, the property hereinafter described to secure the payment of a promissory note referred to in said deed of trust; and

WHEREAS, L. Gino Marchetti, Jr. was appointed Successor-Trustee, said appointment being recorded in Instrument No. 20041111-0135878, Register's Office, Davidson County, Tennessee; and

WHEREAS, default occurred in the performance of the terms of said Promissory Note and/or the Deed of Trust securing the same and the noteholder in accordance with the provisions therein declared the entire indebtedness due and payable and requested the Trustee, the GRANTOR herein, advertise and sell the property; and

WHEREAS, the sale was advertised as required by law and in accordance with the terms of the Deed of Trust, by giving twenty-one (21) days notice by three (3) successive weekly publications appearing in the *City Paper* newspaper, a newspaper published and circulated in Davidson County, Tennessee; and pursuant to the advertisement; and

WHEREAS, it was announced at the time and place advertised, to-wit: December 8, 2004 at 9:00 a.m. at 501 Broadway in Davidson County, Tennessee, that the sale was postponed to 12:00 noon on December 8, 2004 and that at that time the sale was held at public outcry to the highest and best bidder for cash, free from the equity of redemption, homestead, dower and all other exemption of every kind, subject to any taxes and liens, which were expressly waived; and

WHEREAS the GRANTEE herein, JP Morgan Case Bank, N.A., successor by merger with Bank One N.A., being the highest and best bidder at said sale with a bid of $81,169.69, was duly declared the purchaser.

NOW, THEREFORE, in consideration of the premises and the further consideration of $81,169.69, the receipt of which is hereby acknowledged, I, L. Gino Marchetti, Jr., Successor-Trustee, have this day bargained and sold and by these presents do hereby transfer and convey unto JP Morgan Case Bank, N.A., successor by merger with Bank One N.A., his/her/its successors and assigns, the following tract of land situated in Wilson County, Tennessee, and more particularly described as follows, to-wit:

Land in Davidson County, Tennessee, being Lot No. 64 on the Plan of Pinnacle Point Subdivision, Phase III, of record in Plan Book 6900, Pages 391 and 93, 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 Bounphet Banxahack and wife, Bouavone Banxahack, by deed of record in Book 7881, page 199, Register's Office for Davidson County, Tennessee

TO HAVE AND TO HOLD said real estate together with the appurtenances, estate, title and interest thereunto belonging to the said JP Morgan Case Bank, N.A., successor by merger with Bank One N.A., her/his/its successors and assigns forever as fully and completely as the Successor-Trustee can or ought to convey under the power vested in the Trustee in said Deed of Trust and his appointment as Successor-Trustee; and said Successor-Trustee, the Grantor herein, does hereby transfer and assign to JP Morgan Case Bank, N.A., successor by merger with Bank One N.A., her/his/its successors and assigns all the warranties and covenants made in said Deed of Trust.

This conveyance is made subject to all matters shown on any applicable recorded Plan; any unpaid taxes or assessments; any Master Deed requirements or restrictions; any covenants, restrictions or conditions of record; any restrictive covenants, easements or setback lines that may be applicable; any statutory rights of redemption of any governmental agency, state or federal; and any prior liens or encumbrances, including any liens for taxes, as well as any priority created by a fixture filing; and subject to any matter that an accurate survey of the premises might disclose.

IN WITNESS WHEREOF, the said L. Gino Marchetti, Jr., Successor-Trustee, has hereunto set his hand this 13th day of December, 2004.

L. Gino Marchetti, Jr.
Successor-Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named l. Gino Marchetti, Jr., Successor-Trustee, the bargainor, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 13th day of December, 2004.

NOTARY PUBLIC

My Commission Expires: 9-30-06

VICTORIA C. WALKER NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

AFFIANT STATEMENT

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration of value, whichever is greater for this transfer is $81,169.69.

L. Gino Marchetti, Jr.
AFFIANT

WITNESS my hand and official seal at Nashville, Tennessee, this 13th day of December, 2004.

NOTARY PUBLIC

My Commission Expires: 9-30-06

VICTORIA C. WALKER NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.