Davidson County DEEDTRS
Recvd: 05/13/05 12:12 4 pg:
Fees:23.00 Taxes:1003.64
20050513-0054295

This Instrument Was Prepared By:
Manson Jones & Associates
2280 Metrocenter Blvd.
Suite 300
Nashville, TN 37228

Address New Owner
The Nashville Housing Fund, Inc.
305 11th Avenue South
Nashville, Tennessee 37203

Send Tax Bills To
New Owner

Map and Parcel No.:
070-09-0 038.00
070-09-0 051.00

# TRUSTEE'S DEED

This instrument is made and entered into on this the 13th day of May, 2005, by Richard Manson, Trustee (hereinafter referred to as "Trustee").

WHEREAS, by Deed of Trust dated the 30th day of July, 2004, of record in Instrument 20040805-0094259, Register's Office for Davidson County, Tennessee, Dr. Sherman Lee Dunlap Sr., as Executive Director For the Bordeaux Community Development Corporation( the "Debtor") conveyed to Richard Manson, Trustee, the hereinafter described real estate, to secure payment to The Nashville Housing Fund, Inc. of a certain indebtedness described in the Deed of Trust (the "Indebtedness"); and

WHEREAS, the Debtor failed to comply with the terms of the, and other conditions of default occurred, by reason of which the lawful owner and holder of the Indebtedness secured by the Deed of Trust declared the Deed of Trust to be in default, and notice was given of such default to Dr. Sherman Lee Dunlap Sr., as Executive Director For the Bordeaux Community Development Corporation, in the manner required by the terms of the Deed of Trust, but following such notice the default was not cured; and

WHEREAS, the lawful holder of the Indebtedness, The Nashville Housing Fund, Inc., directed the Trustee to sell the property held as security under the Deed of Trust as provided therein, and the Trustee caused notice to be published in the Nashville Record that the property would be sold at 12:00 PM, on May 13, 2005, at the outside door of the Register of Deeds Office in Davidson County, Tennessee, such advertisement appearing in said paper on April 21, 2005, April 28, 2005, and May 05, 2005,and

WHEREAS, the Trustee at the time, place and date specified in said notices offered the property for sale, and after opening the floor for competitive bids, sold said property to The Nashville Housing Fund, Inc., at the price of TWO HUNDRED SEVENTY ONE THOUSAND Dollars ($271,254.04), this being the highest, last and best bid. TWO HUNDRED FIFTY FOUR 04/100

NOW, THEREFORE, I, Richard Manson, Trustee as aforesaid, in consideration of the premises and the sum of $271,254.04, to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto The Nashville Housing Fund, Inc.,

its, successors and assigns (the "Grantee") all of my right, title and interest in and to the following described real estate, together with any and all improvements, fixtures, appurtenances, easements, and privileges thereunto belonging, of whatever nature or kind erected or hereinafter erected therein or thereon, but no further or otherwise, located in Davidson County, Tennessee, and more particularly described as follows, to wit:

***Situated in County of Davidson, State of Tennessee:***

Being a combined single lot that was part of Lot. No. 8 and 9 on the plan of H.E. Simpkins Division of the L.G. Curtis Lands, as of record in Book 547, Page 39, Register's Office for Davidson County, Tennessee.

Being that same property conveyed to Bordeaux Community Development by deed from Johnny Burroughs, et. ux, et.al, of record in Instrument No. 20040309-0026955, Register's Office for Davidson County, Tennessee.

The new lot of land is as described as follows:

Commencing at the Southwest corner of the old H.E. Simpkin's Subdivision as of Book 547, Page 39 and being the Point of Beginning; thence North 68'o6'13"W, a distance of 209.64 Feet; thence North 31'08'02" East, a distance of 319.73 Feet; thence North 68"59'13" West; a distance of 209.64 Feet; thence North 31'08'02" East, a distance of 75.14 Feet; thence South 68'59'22" East, a distance of 108.27 Feet; thence South 31'49'05" West, a distance of 10.10 Feet; thence South 69'01'20" East, a distance of 106.95 Feet; thence North 31'08'49" East, a distance of 252.15 Feet; thence South 66'20'33" East, a distance of 213.50 Feet; thence South 31'08'02 West, a distance of 143.00 Feet to the Point of Beginning. Containing 2.86 Acres, more or less.

The street address of the property is 3218 Curtis Street, Nashville, Tennessee.

The Property is being sold *AS IS WHERE IS,* without representations or warranties of any kind whatsoever, whether express or implied. Without limiting the foregoing, THE PROPERTY IS BEING SOLD WITHOUT ANY IMPLIED WARRANTIES OF MERCHANTIBILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

To have and to hold the aforesaid real estate, together with all improvements thereon as described above, free of all rights to redemption, homestead, and dower, as provided in, but only to the extent provided in, said Deed of Trust.

Said sale is subject to certain easements, restrictions, liens, taxes, etc., including, but not limited to the following to the extent applicable on the date hereof:
(1) Any and all unpaid real and personalty taxes, plus penalty and interest, if any. Such taxes will not be pro-rated. Grantee assumes full liability for such taxes.

(2) Any mechanics' and materialmen's liens, filed or unfiled, which take priority over the Deed of Trust upon which this foreclosure sale is had.

(3) Title to that portion of the premises lying within the bounds of any roads, streets, or highways.

(4) Such prior easements, building lines, recorded plans and restrictions as may be applicable.

(5) Any rights of redemption or otherwise held by the Internal Revenue Service or the State of Tennessee.

(7) Encroachments, overlaps, boundary line disputes or other matters which would be shown by an accurate survey or inspection of the premises.

(9) Any and all other matters, including, without limitation, liens, easements, restrictions, claims, defects, encumbrances, adverse claims and other matters which take priority over the Deed of Trust under which the foreclosure was held.

WITNESS the signature of the Trustee on this the day and date first above written.

Richard Manson, Trustee

***STATE OF TENNESSEE )***
***COUNTY OF DAVIDSON )***

*The actual consideration or value whichever is greater, for this transfer is* $271,254.04.

*AFFIANT*

*Notary Public*

*My Commission Expires:*

BRENDA ANNE WILSON
NOTARY PUBLIC FOR STATE OF TENNESSEE
DAVIDSON COUNTY, TN
My Commission Exp. SEPT 22, 200

**STATE OF TENNESSEE )**
**COUNTY OF DAVIDSON )**

Personally appeared before me, the undersigned, a Notary Public for said County and State, the within named Richard Manson, TRUSTEE, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee this 13th day of May, 2005.
Commission expires:

Notary Public

BRENDA ANNE WILSON
NOTARY PUBLIC FOR STATE OF TENNESSEE
DAVIDSON COUNTY, TN
My Commission Exp. SEPT 22, 2007