This instrument prepared by:
Lawless & Associates, P.C.
Suite 403, The Customs House
701 Broadway
Nashville, TN 37203

Davidson County DEEDTRS
Recvd: 08/29/05 14:55 4 pgs
Fees:23.00 Taxes:222.00
20050829-0103325

ADDRESS NEW OWNER:
Capital Bank & Trust Company
1820 West End Avenue
Nashville, TN 37203

MAP AND PARCEL NO.:
map 07-05
Parcel 248.00

SEND TAX BILL:
New owner

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, Thomas O. Kelley and Marietta Kelley, husband and wife, by Deed of Trust dated March 10, 2000, transferred to R. Rick Hart, Trustee certain property described in said Deed of Trust (hereinafter the "Property"), said Deed of Trust being filed for record at Instrument No. 20000417-0038354, Register's Office for Davidson County, Tennessee (hereinafter referred to as "Deed of Trust"); and

WHEREAS, a Substitute Trustee has been appointed by the lawful owner and holder of the indebtedness secured by the Deed of Trust, said appointment being filed for record at Instrument No. 20050408-0038721, Register's Office for Davidson County, Tennessee; and

WHEREAS, the indebtedness secured by the Deed of Trust has become overdue and unpaid and the lawful owner and holder of the debt has called upon the Substitute Trustee to foreclose the Deed of Trust; and

WHEREAS, the Substitute Trustee, after due advertisement as required by law and as required be the terms of the Deed of Trust, offered the Property for sale to the highest bidder for cash, at public outcry at 10:00 a.m. on August 29, 2005 at the Gaylord Entertainment Center, 501 Broadway, Nashville, Tennessee when and where

Capital Bank & Trust Company (hereinafter the "Grantee") became the last and highest bidder for cash at a price of Sixty thousand and XX/100 Dollars ($60,000.00).
NOW,THEREFORE, in his capacity as Substitute Trustee, and not otherwise, and in consideration of the premises and payment of the sum state above, the receipt and sufficiency of which are acknowledged, Thomas W. Lawless, as Substitute Trustee (and not otherwise) does hereby convey the Property to the Grantee and the Grantee's heirs, successors and assigns.

TO HAVE AND TO HOLD said Property in as full and complete manner as the undersigned, in his capacity as Substitute Trustee, and not otherwise, has the power to convey the same.

Thomas W. Lawless, as Substitute Trustee, and not otherwise, warrants the title to the Property to the Grantee and Grantee's heirs, successors and assigns, against the lawful claims of all persons claiming by, through or under him, but no further to or to any greater extent. The Property is sold AS IS, WHERE IS AND WITH ALL FAULTS, and without any representations or warranties of any kind whatsoever, whether express or implied. Without limiting the foregoing, THE PROPERTY IS TO BE SOLD WITHOUT ANY IMPLIED WARRANTIES OF MECHANTABILITY, CONDITION OR FITNESS FOR A PARTICULAR USE OR PURPOSE. The Substitute Trustee will make no covenant of seisin, marketability of title or warranty of title, express or implied.

THIS conveyance is subject to all matters shown on any applicable recorded Plat or Plan; any unpaid taxes and assessments (plus penalties, interest and costs) which exists as a lien against the said Property; any restrictive covenants, easements or setback lines that may be applicable; any rights of redemption, equity, statutory or otherwise, not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state of federal; and any and all prior deeds of trusts, liens, dues, assessments, encumbrances, defects, adverse claims and other matters that may take priority over the Deed of Trust upon which this foreclosure sale is conducted or are not

extinguished by this Foreclosure Sale. This sale is also subject to any matter that an inspection and accurate survey of the property might disclose.

Whenever used, the singular shall mean the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS our hands on this 29th day of August, 2005.

Thomas W. Lawless as Substitute Trustee
Thomas W. Lawless, as Substitute Trustee, and not otherwise

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned Notary Public, in and for the said county and state, the within named Thomas W. Lawless, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath acknowledged that he is the appointed Substitute Trustee under the Deed of Trust and as such Substitute Trustee is authorized to execute this instrument and further acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 29th day of August, 2005.

L. Diane Glasscock
Notary Public

DIANNE GLASSCOCK NOTARY PUBLIC AT LARGE DAVIDSON COUNTY TN

My Commission Expires: 9/22/07

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 60,000.00.

Thomas W. Lawler
AFFIANT

Sworn and subscribed before me
this 29th day of August, 2005.

Notary Public
NOTARY

My commission expires: 9/22/07

EXHIBIT "A"

Land in Davidson County, Tennessee, Being Lot No. 3 on the Plan of the Re-subdivision of Brooklyn Heights Subdivision of record in Book 9700, page 4, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Thomas O. Kelley and wife, Marietta Kelley, by deed from the Metropolitan Development and Housing Agency, of record at Instrument No. 200004170038353, Register's Office for Davidson County, Tennessee