This Instrument Prepared By:
BONE MCALLESTER NORTON PLLC (TRM)
511 Union Street, Suite 1600
Nashville, Tennessee 37219

Davidson County DEEDTRS
Recvd: 09/08/05 13:11 5 pgs
Fees:28.00 Taxes:321.90
20050908-0108169

Address New Owner(s):	**Send Tax Bills To:**	**Map & Parcel Nos.:**
Charles D. Simms & **Peter R. Morris** **389 Willow Bough Lane** **Old Hickory, TN 37138**	**New Owners**	**075-06-0-028.00**

TRUSTEE'S DEED

WHEREAS, default was made in the terms, conditions, and payments provided for and made in a Deed of Trust dated October 30, 2000, executed by Theodore J. Tidwell and Nancy J. Tidwell, husband and wife, to FMLS, Inc., Trustee, of record at Instrument No. 200011010108527, Register's Office for Davidson County County; and

WHEREAS, AmSouth Bank, the owner and holder of the Indebtedness secured by said Deed of Trust replaced said Trustee by naming Sam J. McAllester III, J. Evan Gower, and Gregory G. Vick, as Substitute Trustees by an instrument of record at Instrument No. 20050803-0090690, Register's Office for Davidson County County, Tennessee, and authorized any one of the Substitute Trustee's to act alone or by a Designated Agent with the powers, given the Trustee in said Deed of Trust; and

WHEREAS, Sam J. McAllester III, in his capacity as Substitute Trustee, and not Individually ("Substitute Trustee") caused to be published a Foreclosure Sale Notice in accordance with the provisions of said Deed of Trust, providing notice and advertising that said property would be sold at 10:30 o'clock a.m., prevailing time on Tuesday, September 6, 2005 at

the Front Door of the Davidson County Register of Deeds Office located at the Gaylord Entertainment Center, 501 Broadway, Nashville, Davidson County, Tennessee, to be knocked off and sold to the highest, best, and last bidder for cash, pursuant to the terms and conditions of the Deed of Trust and the Foreclosure Sale Notice; and

WHEREAS, Sam J. McAllester III, Substitute Trustee personally appeared (or appeared by Designated Agent) and offered said property for sale at public outcry and the highest, best, and last bid received was the sum of Eighty Seven Thousand and 00/100 Dollars ($87,000)) by Charles D. Simms and Peter R. Morris (hereinafter referred to as the "Grantees") and said property was knocked off and sold to the Grantees.

NOW, THEREFORE, in consideration of the premises and sum of Eighty Seven Thousand and 00/100 Dollars ($87,000)) cash in hand paid by the Grantees, Charles D. Simms and Peter R. Morris, Substitute Trustee, has this day bargained and sold and, by the premises, does transfer and convey to Grantees, its/their heirs and assigns the title and interest that Substitute Trustee has the right to sell and convey under the Deed of Trust in a certain tract or parcel of land situated in Davidson County, Tennessee, and described as follows:

> Land in Davidson County, Tennessee, being Lot No. 269 on the Plan of Hermitage Estates, Section 2, as of record in Book 3700, page 23, Register's Office for said County, to which plan reference is hereby made for a more complete description of said lot.
>
> Being the same property conveyed to Grantors by Deed of even date being recovered simultaneously herewith.

The street address of the property is believed to be 4262 Sweden Drive, Hermitage, Davidson County, Tennessee, 37076, but such address is not part of the Legal Description of the property. In the event of any discrepancy, the Legal Description herein shall control. The Legal

Description is drawn from recorded documents or provided by third parties, and the Substitute Trustee makes no warranty or representation regarding the accuracy of the Legal Description.

To have and to hold the said tract or parcel of land with the appurtenances, estate, title and interest thereto belonging to the Grantees, its/their heirs, successors, and assigns forever.

The Substitute Trustee covenants with the said Grantees that he/she is lawfully seized and possessed of said real property as Substitute Trustee only and, by the terms of the above-mentioned Deed of Trust, in his capacity as Substitute Trustee, has a good right to sell and convey the same liens subject to all matters shown on any applicable recorded Plat or Plan; any unpaid taxes which exist as a lien against said property; any restrictive covenants, easements, or setback lines that may be applicable; any statutory rights of redemption not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal; and any Deeds of Trust, liens, claims, and encumbrances that may take priority over the Deed of Trust. This sale is also subject to any matter that an accurate survey of the premises might disclose.

The Substitute Trustee, and not Individually, further covenants and binds himself/his successors and assigns, to warrant and forever defend the title to said real estate to the Grantees, its/their heirs and assigns, against the lawful claims of any person claiming by or through him as Substitute Trustee, but no further or otherwise, it being the intention of the Substitute Trustee only to convey to Grantees no greater title in the subject real estate than he/she received as Substitute Trustee and that, as Substitute Trustee, he/she has the right to sell and convey.

This property is sold AS IS, WHERE IS AND WITH ALL FAULTS, without representations or warranties of any kind whatsoever, whether express or implied. Without limiting the foregoing, THE PROPERTY IS SOLD WITHOUT ANY IMPLIED

WARRANTIES OR MERCHANTABILITY, CONDITION, OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

Substitute Trustee makes no covenant of seisin, marketability of title, or warranty of title, express or implied. Substitute Trustee sells and conveys the subject real property by this Trustee's Deed as Substitute Trustee only, and not individually.

WITNESS my hand this 6th day of September 2005.

J. Evan Gower, Substitute Trustee, and not Individually

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Tonya R. Mastin, a Notary Public of this county, J. Evan Gower, Substitute Trustee and not Individually, the within named 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, at office this 6th day of September 2005.

NOTARY PUBLIC
My Commission Expires: My Commission Exp. May 24, ..

TONYA R. MASTIN STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TN

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $87,000.

AFFIANT

Subscribed and sworn before me on this 6th day of September 2005.

NOTARY PUBLIC
My Commission Expires: May 24, 2008

TONYA R. MASTIN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TN
My Commission Exp. May 24, 2008

PREPARERS NOTE: It is the Grantee's responsibility to record this instrument in the office of the Register of Deeds for the County in which the property is located. Failure to do so may adversely affect title or interest.