This Instrument Prepared By:
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511 Union Street, Suite 1600
Nashville, Tennessee 37219

Davidson County DEEDTRS
Recvd: 12/16/05 10:21 4 pgs
Fees:23.00 Taxes:349.65
20051216-0151116

Address New Owner(s):	**Send Tax Bills To:**	**Map & Parcel Nos.:**
AmSouth Bank – BH4441 **2050 Parkway Office Circle** **Hoover, AL 35244**	**New Owner**	**147-11-0-045.00**

TRUSTEE'S DEED

WHEREAS, default was made in the terms, conditions, and payments provided for and made in a Deed of Trust dated July 22, 1999, executed by Rebecca D. Luther, to Guaranty Title Company, Inc., Trustee, of record in Book 11592, Page 180, Register's Office for Davidson 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. 20051006-0120952, Register's Office for Davidson 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 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 Wednesday, December 15, 2005 at the 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 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 Ninety Four Thousand, Five Hundred and 00/100 Dollars ($94,500.00) by AmSouth Bank (hereinafter referred to as the "Grantee") and said property was knocked off and sold to the Grantee.

NOW, THEREFORE, in consideration of the premises and sum of Ninety Four Thousand, Five Hundred and 00/100 Dollars ($94,500.00) cash in hand paid by the Grantee, Sam J. McAllester III, Substitute Trustee, has this day bargained and sold and, by the premises, does transfer and convey to Grantee, 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. 447 on the plan of Whispering Hills, Section II-C, of Record in Book 2663, Page 66 and 67, Register's Office for said County.
>
> Said Lot No. 447 fronts 131 feet on the north side of Northcrest Drive and extends back 403.4 feet on the east line and 382.6 feet on the west line to a dead line on which it measures 61 feet.
>
> Being the same property conveyed to Charles H. Luther and wife, Rebecca D. Luther by deed from Hallmark Construction Company of record in Book 2928, Page 359, Register's Office for Davidson County, Tennessee. The said Charles H. Luther having since died.

The street address of the property is believed to be 508 Northcrest Drive, Nashville, Davidson County, Tennessee 37211, 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 Grantee, its/their heirs, successors, and assigns forever.

The Substitute Trustee covenants with the said Grantee 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 Grantee, 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 Grantee 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 15th day of December 2005.

Substitute Trustee, and not Individually

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Tonya R. Mastin, a Notary Public of this county, Sam J. McAllester III, 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 15th day of December 2005.

Tonya R. Mastin
NOTARY PUBLIC My Commission Exp. May 24, 2008
My Commission Expires:_____

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 $94,500.00.

AFFIANT

Subscribed and sworn before me on this 15th day of December 2005.

Tonya R. Mastin
NOTARY PUBLIC
My Commission Expires: My Commission Exp. May 24, 2008

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