Davidson County DEEDTRS
Recvd: 12/21/05 09:15 4 pgs
Fees:23.00 Taxes:92.50
20051221-0152762

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

ADDRESS NEW OWNER:
Mark Podis and wife,
Cynthia N. Podis
6928 Highland Park Drive
Nashville, TN 37205

MAP AND PARCEL NO.:
147 020B 102.00
Map ~~147-B-102~~

SEND TAX BILL:
Mark Podis
6928 Highland Park Drive
Nashville, TN 37205

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, Edward R. Norris, an unmarried man by Deed of Trust dated November 13, 2001, 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. 20011130-013170, 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. 20050613-0067162, 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 November 14, 2005 at the Gaylord

Entertainment Center, 501 Broadway, Nashville, Tennessee when and where Mark Podis and wife, Cynthia N. Podis (hereinafter the "Grantee") became the last and highest bidder for cash at a price of Twenty-Five Thousand One and no/100 Dollars ($25,001.00).

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 my hand on this 15th day of November, 2005.

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 15th day of November, 2005.

Notary Public

My Commission Expires: 7/19/08

REBECCA LEVINE ROTHSCHILD NOTARY PUBLIC AT LARGE DAVIDSON CO., TN

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $25,001.00.

AFFIANT

Sworn and subscribed before me
this 15th day of November, 2005.

NOTARY
My commission expires: 3-25-06

VICKI L. PERSON NOTARY PUBLIC DAVIDSON COUNTY, TENN.

EXHIBIT "A"

Unit E-120, of Caldwell Court Condominiums created under Title 66, Chapter 27, Section 101, et seq, as amended, Tennessee Code Annotated, and as established by a Master Deed, of record in Book 6188, page 744, Register's Office for Davidson County, Tennessee together with the undivided percentage interest in the common elements appurtenant to said Unit as set forth in Exhibit A-1 of said Master Deed. Reference is hereby made to the plat of Caldwell Court Condominiums set forth in Exhibit A-2 of said Master Deed for a more complete identification and description of said Unit.

Being the same property conveyed to Edward R. Norris at Instrument No. 200111300131969, Register's Office for Davidson County, Tennessee

The address of the property is, upon best information and knowledge, believed to be 550 Harding Place, Unit E120, Nashville, Davidson County, Tennessee 37211.