PLEASE RETURN TO: AMTITLE & ESCROW, LLC
515 RIVERGATE PARKWAY, SUITE #111
GOODLETTSVILLE, TN 37072

30B

This instrument prepared by: WINCHESTER, SELLERS, FOSTER & STEELE, P.C.
Suite 1000, First Tennessee Plaza
800 South Gay Street
Knoxville, Tennessee 37929
Phone: (865) 637-1980
041391F/1202.0281

CLT No. 19-13-3.00

Davidson County DEEDTRS
Recvd: 01/04/06 14:32 3 pgs
Fees:18.00 Taxes:170.20
20060104-0001194

Responsible Taxpayer and Property Owner:

Name: Mary C. McWhirter
Address: 2210 Crocket Springs Road
City: Goodlettsville
State: TN
Zip: 37072

Mortgagee: Same As New Owner

Map 19-13, Parcel 3

I, or we, hereby swear or affirm that the actual consideration for the transfer or value of the property transferred, whichever is greater, is $46,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Sworn to and subscribed before me, this 30th day of December, 2005.

NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

Notary Public

My Commission Expires: My Commission Expires NOV. 24, 2007

SUCCESSOR TRUSTEE'S DEED

This instrument made this 29th day of December, 2005, by and between **GORDON D. FOSTER**, Successor Trustee, of Knox County, Tennessee, party of the first part, and **MARY C. MCWHIRTER, Married**, of Davidson County, Tennessee, party(ies) of the second part.

WITNESSETH:

THAT, WHEREAS, on the 18th day of December, 1998, **JOHN H. QUINTON**, of Davidson County, Tennessee, duly executed and acknowledged a Deed of Trust, recorded in Trust Book 11266, Page 359, in the Register's Office for Davidson County, Tennessee, conveying to William H. Bowen, Trustee, the hereinafter described real estate, to secure payment of one (1) Promissory Note in the principal sum of Forty-Six Thousand and No/100 ($46,000.00) Dollars, dated the 18th day of December, 1998, together with fees and costs necessary to enforce the collection thereof, said note being incorporated in said Deed of Trust by reference, said real estate being more particularly bounded and described as follows:

Land in the 10th, formerly the 20th, Civil District of Davidson County, Tennessee, being the northerly part of Lot No. 27 and the northeasterly part of Lot No. 28 on the Map of James M. Phipps' Addition to Goodlettsville, as of record in Book 547, page 151, Register's Office for said County, described together as follows: BEGINNING at a point on the southerly margin of Lindbergh Avenue at the northeast corner of a part of said Lot No. 28 conveyed to William Leroy Brinkley, by A. A. McDaniel by deed of record in Book 2970, page 396, said Register's Office; thence with the eastern boundary line of said Brinkley property southerly 134 feet to Brinkley's southeast corner; thence with said margin northerly 122 feet to the southwest corner of said Church Street and Lindbergh Avenue; thence with the southerly margin of said Avenue, westerly 60 feet, more or less, to the beginning.

Being the same property conveyed to John H. Quintin, by Quitclaim Deed from Thomas A. Travaglini, Trustee, pursuant to a divorce settlement, dated August 24, 1988, recorded August 24, 1988, of record in Book 7634, page 585, in the Register's Office for Davidson County, Tennessee. Also acquired by instrument of record in Book 7016, page 219, said Register's Office.
Also being the same property appointed by Appointment of Substitute Trustee of record by Instrument No. 20030916-0136137, Register's Office for Davidson Tax Map No. 19-13-3.00 County, Tennessee.

Said property bears the street address of **119 Lindberg Street, Goodlettsville, TN 37072.**

The foregoing property description is the same as the previous Deed of record, no updated boundary survey having been obtained at the time of this conveyance.

WHEREAS, on the 28th day of November, 2005, **GORDON D. FOSTER** of Knox County, Tennessee, was appointed and designated Successor Trustee under the aforesaid Deed of Trust pursuant to the terms and conditions of said Deed of Trust by First Tennessee Bank National Association ("FTB"), the servicing agent for FT Realties Security Trust II, the owner of the indebtedness, said Appointment being of record as Instrument No. 20051209-0147926, in the aforesaid Register's Office; and

WHEREAS, said Promissory Note was duly signed and executed by **JOHN H. QUINTIN**; and

WHEREAS, default has been made in the payment of the total amount due and payable as provided in the above-described Note, which total amount was past due at the time the foreclosure of said Deed of Trust was begun, and FTB directed the party of the first part to foreclose said Deed of Trust in accordance with the terms and provisions thereof and to sell the real estate above described; and

WHEREAS, party of the first part did advertise the sale of said real estate herein described, as provided in said Deed of Trust, in a local newspaper published in Knoxville, Knox County, Tennessee, to-wit, the *Nashville Record*, giving the time, place and terms of said sale; and

WHEREAS, on the 28th day of December, 2005, at the hour of 12:30 o'clock p.m. local time, at the Davidson County Register of Deeds in the Gaylord Entertainment Center in Nashville, Davidson County, Tennessee, the time and place fixed in the advertised Notice of Sale, the foregoing described real estate was offered for sale at public auction FOR CASH to the last, highest and best bidder free from all equitable rights of redemption, statutory right of redemption, homestead, dower, marital share and all other exemptions and redemptive rights of every kind, the same having been waived by the terms of said Deed of Trust, and being cried for a reasonable time, was finally sold to the party(ies) of the second part, at a bid of $46,000.00, party(ies) of the second part being the highest and best bidder(s), which purchase price was paid to party of the first part and then applied by party of the first part as directed and provided in said Deed of Trust;

NOW, THEREFORE, in consideration of the premises and the said purchase price bid and paid, party of the first part, as Successor Trustee, does hereby grant, bargain, sell, transfer, and convey unto the said party(ies) of the second part the real estate hereinbefore described, TO HAVE AND TO HOLD the same, together with all of the hereditaments, improvements, buildings, easements and appurtenances therein and thereunto belonging and appertaining, and free from the right and equity of redemption, homestead, dower and all other exemptions of any and every kind in the makers of said Deed of Trust, and all persons claiming through and under said makers.

Party of the first part as Successor Trustee, does hereby transfer, assign, and set over unto the party(ies) of the second part, his (their) heirs, executors, administrators, representatives, successors and assigns, all of the covenants and warranties contained in the aforesaid Deed of Trust, and does hereby warrant the title to the aforesaid real estate as fully and completely as he is authorized to do as such Successor Trustee, but no further or otherwise; provided, however, this conveyance is SUBJECT TO any rights of redemption held by federal or state governmental authorities (if noted herein), priority tax liens, prior encumbrances, objections, conditions, restrictions, and any current or delinquent ad valorem property taxes which may be recorded or applicable to said property, including any applicable personal property, business, or other local taxes.

The designation of the parties to this instrument in either the plural or singular shall be applied to mean either number, and where appropriate in the context hereof, shall mean any one or more of said parties, and any pronoun used herein shall include the masculine, feminine and neuter

genders.

IN WITNESS WHEREOF, party of the first part has hereunto set his hand and seal the day and year first above written.

Gordon D. Foster, Successor Trustee

STATE OF TENNESSEE)
:ss
COUNTY OF KNOX)

Personally appeared before me, a duly commissioned Notary Public in and for the County and State aforesaid, **Gordon D. Foster, Successor Trustee**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand at office this the 29th day of December 2005.

PAMELA M. HOPPER STATE OF TENNESSEE NOTARY PUBLIC KNOX COUNTY

Notary Public

My Commission Expires: 5/5/09