This instrument prepared by:
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P.O. Box 948
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CLT #034-14-0-051.00

Davidson County DEEDTRS
Recvd: 04/05/06 11:06 3 pgs
Fees:18.00 Taxes:256.63
20060405-0038988

SUCCESSOR TRUSTEE'S DEED

THIS INDENTURE made this 27th day of January, 2006, between MICHAEL L. POWELL, Successor Trustee, of Knox County, Tennessee, First Party; and SUNTRUST BANK, a Georgia bank, successor in interest by National Bank of Commerce, Second Party.

RECITALS

DENISE L GRAY and NEELY J MOORE, ("Debtors") made, executed and issued a certain promissory note (the "Note") dated August 27, 1999, payable to National Bank of Commerce, in the original principal amount of Eighty Eight Thousand Dollars ($88,000.00).

The terms and conditions of the Note provided for payment of principal and interest thereunder in installment payments, and payment of the Note is secured by a Deed of Trust, made and executed by Debtors of record in Trust Book 11672, page 70, in the Register's Office for Davidson County, Tennessee (the "Deed of Trust").

Debtors defaulted in the payment of installments due under the Note causing the Noteholder, in accordance with the terms and conditions thereof, to accelerate the due date for payment of the unpaid indebtedness thereof, and Debtor defaulted in such payment. After default, the Noteholder demanded that First Party, in his capacity of Successor Trustee under the Deed of Trust pursuant to instrument of record at Instr. #20051006-0120923, in the Register's Office for Davidson County, Tennessee, to foreclose the Deed of Trust premises in accordance with the covenants and agreements thereof and apply the proceeds therefrom to the indebtedness of Debtors.

First Party advertised the property and premises in the Deed of Trust described for sale by publication through a Successor Trustee's Notice of Sale for at least three (3) different times during three (3) consecutive weeks, viz. December 29, 2005, January 5th & 12th, 2006, in the Nashville Record, a newspaper of general circulation within Davidson County, Tennessee.

Pursuant to the provisions of the Deed of Trust and in accordance with the Successor Trustee's Notice of Sale, First Party conducted a sale of the property and premises at foreclosure on January 27, 2006, at 11:00 a.m. at the main front door of the old Ben West Library building located at 225 Polk Avenue in Nashville, Tennessee, said place being presently fixed for such auction sale by law. Second Party having offered the highest bid at auction sale, became the successful purchaser of the property and premises for the sum of Sixty Nine Thousand Three Hundred Sixty Dollars ($69,360.00) and the proceeds from such sale have been paid to the persons entitled thereto, or a credit therefor has been made to the indebtedness secured by the Deed of Trust, and the receipt of the purchase price is hereby acknowledged.

Accordingly, in consideration of the recitals aforegoing, First Party has this day bargained, transferred and sold, and by these presents does transfer and convey unto Second Party, its successors and assigns, forever, the following described premises of real property.

The street address of the property is as follows: 1409 Bain Dr.

BEING Lot No. 56 on the Plan of Stanley Heights Subdivision of record in Book 3300, page 74, in the Register's Office, Davidson County, Tennessee, to which plat reference is hereby made for a more particular description of said property.

The above description is the same as the previous deed of record, no boundary survey having been made at the time of this conveyance.

TO HAVE AND TO HOLD the aforesaid premises of real property unto Second Party, its successors and assigns, forever, in bar of the right and equity of redemption, and all other **statutory rights, homestead, dower and all other exemptions of every kind, the same having been** waived in the Deed of Trust.

First Party in the capacity of Successor Trustee in respect to the Deed of Trust does further covenant and bind himself, his successors and representatives, to warrant and defend title to the aforedescribed premises only as to such title coming through or by him to Second Party, its successors and assigns, against the lawful claims of all persons whomsoever, but no further or otherwise.

The title conveyed hereby is made subject to easements and prior encumbrances of record and to the rights and liens for the payment of taxes and other obligations due governmental authorities, if any, to the extent that any such rights are superior to the title of First Party or otherwise the rights survive foreclosure.

WITNESS the execution hereof on the day and year first above written.

Michael L. Powell
MICHAEL L. POWELL
Successor Trustee

STATE OF TENNESSEE
COUNTY OF KNOX

On this 27th day of January, 2006, before me personally appeared MICHAEL L. POWELL, Successor Trustee, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

EUGENIA L. PHILLIPS
STATE OF TENNESSEE NOTARY PUBLIC
KNOX COUNTY

Eugenia L. Phillips
NOTARY PUBLIC
My Commission Expires: 5-7-08

Property Owner:
SunTrust Bank
Special Assets Dept.
Richmond, VA 23224

Person or Entity Responsible for Payment of Taxes:
Same as Property Owner

I hereby swear or affirm that the actual consideration or true value of this transfer, whichever is greater, is $69,360.00.

Michael L. Powell
Affiant

Subscribed and sworn to before me
this 27th day of January, 2006.

Eugenia L Phillips
NOTARY PUBLIC
My Commission Expires: 5-7-08

EUGENIA L. PHILLIPS
STATE OF TENNESSEE NOTARY PUBLIC
KNOX COUNTY

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