THIS INSTRUMENT PREPARED BY:

DAVID VINCENT
17 Sycamore Court
Antioch, TN 37013

Davidson County DEEDTRS
Recvd: 04/05/06 12:15 4 pgs
Fees:23.00 Taxes:159.10
20060405-0039049

TRUSTEE'S DEED

Name & Address of New Property Owner(s):	Name & Address of Person or Entity Responsible for Payment of Real Property Taxes:	Map/Parcel Numbers:
Robert H. Herrman P.O. Box 281286 Nashville, TN 37228-8503	SAME	Map 81-7 Parcel 260

WHEREAS, by Installment Deed dated 26th day of September, 2001, of record as Instrument No. 20011010-0110540, Register's Office for Davidson County, Tennessee, Robert H. Herrman conveyed to William C. Black, in which Installment Deed William C. Black joined in and conveyed the hereinafter described real property to Bill Herrman, Trustee, to secure the indebtedness described in said Installment Deed; and

WHEREAS, said Installment Deed contains a power in the Trustee to sell the hereinafter described real property in the event of default upon the indebtedness secured thereby; and

WHEREAS, the indebtedness described in said Installment Deed has not been paid in accordance with its terms, and default in the payment thereof was declared; and

WHEREAS, at the request of the lawful owner and holder of the indebtedness secured by said Installment Deed, the Trustee gave notice of the time and place of sale, all in accordance with said Installment Deed, by publishing an advertisement for three (3) consecutive weeks in The Nashville Record, a newspaper published in Davidson County, Tennessee, said notice being first published on 9th day of March, 2006, and thereafter on the 16th and 23rd days of March, 2006, which notice of sale advertised the sale of the real property, hereinafter described, for March 29, 2006 at 12:30 o'clock p.m., and

WHEREAS, on March 29, 2006 at 12:30 o'clock p.m. outside the northwest entrance of the Gaylord Entertainment Center located at 501 Broadway, Nashville, Davidson County, Tennessee, being the time and place fixed in said notice, the hereinafter described real property was offered for sale

at public outcry, and free from the equity of redemption, the statutory right of redemption, homestead, dower, statutory or elective rights, all other exemptions of every kind, which were expressly waived in said Installment Deed, and all other legal rights of the Grantee of said Installment Deed, as provided therein, subject only to superior liens, easements, encumbrances and other matters which are prior in right to the lien of the aforesaid Installment Deed, and the Trustee having received a bid of **Forty Three Thousand and No/100 ($43,000.00) Dollars**, from an agent of the lawful owner and holder of the indebtedness described in said Installment Deed, which bid was the highest, best and last bid, and payment thereof by reason of a credit upon the indebtedness described in said Installment Deed having been received, and cancellation of the indebtedness, the receipt of all of which is hereby acknowledged.

NOW, THEREFORE, in consideration of the premises and of the sum bid and paid as herein provided, Bill Herrman, Trustee, does hereby bargain, sell, transfer and reconvey unto Robert H. (Bob) Herrman, his heirs and assigns, all of certain real property in Davidson County, Tennessee, described as follows, to-wit:

> **BEING** the north 16 2/3 feet of Lot No. 16 and the south 16 2/3 feet of Lot 18 on the Map of Menee's Subdivision of Lot No. 8 of the Thomas Woodard Property, as of record in Book 161, Page 44, Register's Office for said County.
>
> **SAID** parts of Lot Nos. 16 and 18 front together 33 1/3 feet on the west margin of 15th Avenue North, formerly Hutcherson Avenue, and runs back between parallel lines 115 feet, more or less, to the east margin of a 10 foot alley.
>
> **BEING** the same property conveyed to William C. Black by deed from Robert H. (Bob) Herrman of record as Instrument No. 20011010-0110540, Register's Office for Davidson County, Tennessee.

IMPROVED PROPERTY, commonly known as 1817 15th Avenue North, Nashville, Tennessee 37208

TO HAVE AND TO HOLD said real property, together with all the appurtenances, estate, title, interest and improvements thereunto belonging, in fee simple forever, free from all rights or exemptions of the Grantee of the Installment Deed, subject only to superior liens, easements, encumbrances and other matters which are prior in right to the lien of the aforesaid Installment Deed.

I, Bill Herrman, Trustee, do hereby transfer, assign and set over unto Robert H. (Bob) Herrman, his heirs and assigns, all of the covenants and warranties contained in said Installment Deed, and I do hereby warrant the title as fully as I am able to do as Trustee, but no further or otherwise.

WITNESS my hand as Trustee on this the 29th day of March, 2006.

Bill Herrman Trustee

BILL HERRMAN, Trustee

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the aforementioned County and State, personally appeared Bill Herrman, the within named bargainor, with whom I am personally acquainted and who, upon oath, acknowledged himself to be the Trustee named herein, and that he, as such Trustee, executed the foregoing instrument (Trustee's Deed) for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, on this 29th day of March, 2006.

Beverly M. Hobbs

NOTARY PUBLIC

BEVERLY M. HOBBS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

My Commission Expires:

1/23/10

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is **Forty Three Thousand and No/100 ($43,000.00) Dollars.**

Affiant

Sworn to and subscribed before me on this the 29th day of March, 2006.

NOTARY PUBLIC

BEVERLY M. HOBBS
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

My Commission Expires:

1/23/10