Davidson County DEEDTRS
Recvd: 08/18/06 09:14 3 pgs
Fees:18.00 Taxes:167.24
20060818-0101928

THIS INSTRUMENT PREPARED BY:
CHERNAU, CHAFFIN AND BURNSED, PLLC
One American Center
3100 West End Avenue, Suite 550
Nashville, Tennessee 37203

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP/PARCEL:
Reginald Perry 508 Wagon Court Nashville, TN 37221	SAME	91-8/98

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, there has occurred one or more acts of default in the note evidencing the indebtedness owed to Capital Bank & Trust Company ("Lender");

WHEREAS, Lender is the beneficiary of the Deed of Trust of record in Instrument #200004060034846, Register's Office for Davidson County, Tennessee and any and all modifications thereto of record in Instrument Numbers 20040107-0002436 and 20050105-0001666, said Register's Office (hereinafter referred to collectively as "Deed of Trust"). Said Deed of Trust secures to the Lender the payment in full of the note evidencing the subject indebtedness.

WHEREAS, by and through the above described Deed of Trust, Thomas Fanning and wife, Tracy Fanning (the "Borrowers") conveyed the real property described herein to R. Rick Hart, Trustee, for the benefit of the Lender, with power of sale;

WHEREAS, the Lender pursuant to the terms and conditions of the above Deed of Trust, did appoint Amy Smith as Substitute Trustee, to serve in the stead of the Trustee with all powers granted unto the Trustee, such appointment appearing of record in Instrument Number 20060606-0066502, Register's Office for Davidson County, Tennessee;

WHEREAS, Lender notified the Trustee of the default by the Borrower in the payments called for in the note secured by the above Deed of Trust and demanded that the Trustee advertise a portion of the subject property for sale pursuant to the terms and conditions of the said Deed of Trust;

WHEREAS, the Substitute Trustee did advertise the property for sale in "Nashville Record " on June 22, June 29, and July 6, 2006, in accordance with and in fulfillment of the requirements of the above Deed of Trust;

WHEREAS, the Trustee and/or her agent, in accordance with the requirements of the above Deed of Trust and the published advertisement for sale of the subject property, did on the 18th day of July, 2006, appear and conduct the sale of the herein described property;

WHEREAS, Reginald Perry did place the highest bid for the subject property, being the sum of $45,200.00;

NOW THEREFORE, for and in consideration of the sum of $45,200.00, the Substitute Trustee has bargained and sold, and by these present does transfer and convey unto the said Reginald Perry, the Grantee herein, his heirs and/or assigns, the property described as follows:

LAND in Davidson County, Tennessee, being Lot No. 68, on the Plan of L. H. Davis' Subdivision of Lot No. 41on the Plan of Clifton, as shown on plat of record in Plat Book 57, page 100, in the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

Being the same property conveyed to Thomas Fanning and wife Tracy Fanning, in Instrument No. 20000406-0034845, Register's Office for Davidson County, Tennessee.

Possible Address: 1031 42nd Avenue North, Nashville, TN 37209

Possible Map & Parcel: 91-8/98

(The address and map and parcel above are believed to be correct; but same is not part of the legal description of the property sold herein and in the event of any discrepancy, the legal description herein shall control.)

This sale is subject to all matters shown on any applicable recorded document, including any applicable recorded plan, plat, charter, restriction, judgment(s), notice of governmental entity, or declaration

of taking(s); any prior lien(s) of record; unpaid taxes and assessments which exist as a lien against said properties; any restrictive covenant(s), easement(s) or setback line(s) 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 prior deeds of trust, 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 accurate survey of the premises might disclose.

By his signature below, the Grantee, Reginald Perry, hereunder accepts title to the Property and all improvements thereon in an AS IS WHERE IS condition, and without representation or warranty from Successor Trustee and/or Lender as to any matter whatsoever. Without limiting the foregoing, SUCCESSOR TRUSTEE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ADDITIONALLY, SUCCESSOR TRUSTEE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES AS TO THE ABSENCE OR PRESENCE ON OR UNDER THE PROPERTY OF HAZARDOUS SUBSTANCES AS DEFINED BY ANY ENVIRONMENTAL LAWS, INCLUDING WITHOUT LIMITATION THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT ("Cercla") OR SIMILAR FEDERAL AND STATE LEGISLATION (COLLECTIVELY, THE "ENVIRONMENTAL LAWS"). Grantee accepts title to the Property subject to any problems arising in connection with the Property and/or the improvements located thereon, including without limitation problems arising out of or in connection with deterioration of any improvements thereon, violations of the Environmental Laws, and potential flood hazards. By accepting the Successor Trustee's Deed, Grantee agrees to indemnify and hold the Successor Trustee and Lender harmless from any and all costs, expenses, and liability, including without limitation attorneys' fees, arising out of or in connection with any of the foregoing.

To have and to hold the said tract or parcel of land, including all appurtenances, estate, title and interest thereto belonging, unto the said Grantee, their heirs and/or assigns, forever.

Whenever used, the singular number or pronoun shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS, my hand this 31st day of July, 2006.

Amy Smith, Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, the within named **Amy Smith**, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged herself to be the Trustee under the above referenced Deed of Trust, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this the 31st day of July, 2006.

Notary Public

My Commission Expires: 5/22/2010

ALLISON H. KEENER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer or value of property (whichever is greater) is $45,200.00. This is equal to or greater than the property would bring at a fair and voluntary sale.

Reginald Perry

Sworn to and subscribed before me this the 31st day of July, 2006.

Notary Public

My Commission Expires: _____

C. GREY GIBSON
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON

My Commission Expires 3-20-2010

Acknowledged and accepted by the undersigned Grantee on this 31st day of July, 2006.

Reginald Perry

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, the within named Reginald Perry, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged herself to be the Trustee under the above referenced Deed of Trust, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this the 31st day of July, 2006.

Notary Public

My Commission Expires: _____

My Commission Expires 3-20-2010

C. GREY GIBSON
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON