Davidson County DEEDTRS
Recvd: 09/01/06 09:34 4 pgs
Fees:22.00 Taxes:0.00

20060901-0108163

This instrument prepared by:

Kleinsmith & Associates, P.C.
6035 Erin Park Drive
Colorado Springs, Co 80918

INST. NO. 20020920-0114791

Responsible Taxpayer and Property Owner:
Tax Parcel No. 059-05-0077

Name: Federal National Mortgage Association

Address: c/o Countrywide Home Loans, Inc.
7105 Corporate Drive
Plano, TX 75024

Common Description: 4166 Ames Drive
Nashville, TN 38218

Legal Description: LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 47 ON THE PLAN OF BUENA VISTA ESTATES, SECTION 3, OF RECORD IN BOOK 4175, PAGE 139, REGISTER'S OFFICE FOR SAID COUNTY.

I, or we, hereby swear or affirm that the actual consideration for the transfer or value of the property transferred, whichever is greater, is $66,680.94 which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Philip M. Kleinsmith, Trustee

Sworn to and subscribed before me,
by Philip M. Kleinsmith, Trustee,
this 24th day of August, 2006

Notary Public
My Commission Expires: 10/21/07.

ANGENETTE LINAMAN NOTARY PUBLIC STATE OF COLORADO

SUCCESSOR TRUSTEE'S DEED

Whereas, by virtue of the power and authority vested under that Deed of Trust executed by **Howard Young and Robbie Young** dated **September 3, 2002** and recorded **September 20, 2002** at Instrument No. **20020920-0114791**, Register's Office of Davidson County, Tennessee, given to secure payment of a certain indebtedness evidenced by a promissory note set forth therein, payable to the order of **America's Wholesale Lender** default having been made in the performance of the terms and provisions of the Deed of Trust, demand having been made upon the said Debtor for payment in accordance with the provisions of the Deed of Trust, default having been made in the payment upon demand, said indebtedness described by the said Deed of Trust having been declared to be due and payable in accordance with the terms thereof, said default continuing without reinstatement, at the request of Holder of the note for the purpose of effecting payment of all sums due under the terms of the note and Deed of Trust, principal interest and costs of sale, Philip M. Kleinsmith, Trustee, did on Thursday, **August 24, 2006** at 10:00 a.m. pursuant to the advertisement published in the **Nashville Record** and sent by mail to the Debtor and lienors of record, offer for sale, at **Front Steps of Old Ben West Library Building, 225 Polk Avenue, Nashville** , TN, in bar of the equities of redemption, dower and homestead, the hereinafter described real estate, at which sale **Countrywide Home Loans, Inc. f/k/a Countrywide Funding Corp. d/b/a America's Wholesale Lender** became the highest and best bidder(s) at and for the sum of **$66,680.94** and

WHEREAS, the proceeds of the sale were sufficient to satisfy all sums of principal, interest, attorney fees, costs and other sums accruing under the terms of the aforesaid Deed of Trust.

WHEREAS, **Countrywide Home Loans, Inc. f/k/a Countrywide Funding Corp. d/b/a America's Wholesale Lender** directed and instructed the undersigned to transfer, convey and assign the real estate described herein to the **Federal National Mortgage Association,** and to deliver the deed of reconveyance to said Department;

NOW THEREFORE, Philip M. Kleinsmith, Trustee, exercising the power and authority vested in him, and in bar of the equities of redemption, dower and homestead, does hereby sell, transfer , and convey unto **Federal National Mortgage Association,** Grantee, the following described real estate, to wit:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 47 ON THE PLAN OF BUENA VISTA ESTATES, SECTION 3, OF RECORD IN BOOK 4175, PAGE 139, REGISTER'S OFFICE FOR SAID COUNTY.

To HAVE AND TO HOLD said described real estate unto the Grantee, his successors and assigns, forever in fee simple

Sale was advertised and made as Trustee only, without covenants or warranties of title, express or implied, subject to any governmental zoning or subdivision ordinances in effect thereon and this conveyance is so made. However, Grantor, as Trustee, but

not otherwise, hereby assigns and sets over to Grantee all of the covenants and warranties contained in the Deed of Trust recorded at Instrument No. **20020920-0114791**, referred to therein.

IN WITNESS WHEREOF, Philip M. Kleinsmith, Trustee, has caused these presents to be executed this 24th day of August, 2006.

PHILIP M. KLEINSMITH, Trustee

STATE OF COLORADO)
COUNTY OF EL PASO)

Before me, Angenette Linaman, a Notary Public , duly appointed, commissioned, and qualified in and for the State and County aforesaid, personally appeared Philip M. Kleinsmith, Trustee, with whom I am personally acquainted (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 same as his free act and deed.

This the 24th day of August, 2006.

NOTARY PUBLIC

Notary Public

My Commission Expires: 10/21/07.

STATE OF TENNESSEE
DEPARTMENT OF REVENUE
REVENUE ENFORCEMENT DIVISION
ANDREW JACKSON STATE OFFICE BUILDING
NASHVILLE, TENNESSEE 37242

July 24, 2006

Angie Linaman
Kleinsmith & Associates
6035 Erin Park Drive, Suite 203
Colorado Springs, CO 80918-5411

Re: Foreclosure Sale of Property Owned by: Howard Young
Entity Number: **002 413689199**

Dear Ms Linaman:

This is in reference to your letter dated July 21, 2006 concerning a foreclosure sale of property owned by the above-captioned taxpayer(s).

Your letter **does** comply with the provisions of T.C.A. § 67-1-1401 et. seq., but if the sale produces more than the amount needed to satisfy the cost of the sale, the indebtedness indicated in your letter, and any other superior liens, the amount of surplus proceeds up to the amount of taxes, penalties and interest due the Department of Revenue must be remitted to the State of Tennessee. Excess proceeds, if any, should be sent to the attention of the Special Procedures Unit at P.O. box 190665 Nashville, TN 37219-0665. The amount of taxes, penalties and interest that is due as of **August 24, 2006** is **$47,710.64**. (*Please be advised that if the scheduled sale is cancelled or postponed for any reason, notice must be submitted in writing if the sale is to be continued).*

After the sale, (and within 15 days), please furnish me with **an accounting of the sale** (form enclosed), and I will release the State's tax lien on the property sold. If the sale is canceled, please advise this office with a brief explanation. I trust that this has answered your letter, but if not, please let me know.

Sincerely,

Becky Tellas, Supervisor
Special Procedures Section
Revenue Enforcement Division

BT/enc
c: *file*