Name and address of new owner and send tax bills to:
Marvin Cook
P.O. Box 148761
Nashville, TN 37214

Prepared by:
David G. Mangum
Attorney at Law
2303 Franklin Road
Nashville, TN 37204

Davidson County DEEDTRS
Recvd: 01/11/07 09:29 3 pgs
Fees:18.00 Taxes:214.97
20070111-0004480

MAP-PARCEL NO.: 060-13-0 176.00

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, under a Deed of Trust dated July 30, 2001, recorded in Instrument No. 20010822-0090870, re-recorded in 20020320-0034484, Register's Office, Davidson County, Tennessee, **Judy D. Huey,** an unmarried person, conveyed to Rusty L. Moore, Trustee, the hereinafter described property to secure the therein mentioned indebtedness; and

WHEREAS, by instrument dated December 7, 2006, and recorded in Instrument No. 20061208-0152146, Register's Office, Davidson County, Tennessee, the lawful owner and holder of the indebtedness described in and secured by the aforementioned Deed of Trust, nominated and appointed David G. Mangum as Substitute Trustee; and

WHEREAS, default having been made in the terms, conditions, and payments made and provided for in said Deed of Trust, and the lawful owner and holder of said indebtedness having declared the entire debt and interest due and payable; and

WHEREAS, the lawful owner and holder of said indebtedness having requested David G. Mangum, Substitute Trustee, to sell said property in satisfaction of the indebtedness; and

WHEREAS, I, David G. Mangum, Substitute Trustee, did give 22 days notice of the time, place and terms of the sale by an advertisement in three weekly publications in the *The Nashville Business Journal*, a newspaper published in Davidson County, Tennessee, said advertisement appearing in the editions of said newspaper under the dates of December 15, December 22, and December 29, 2006 stating that on Friday, January 5, 2007 at 12:00 o'clock Noon, at the main entrance to the old Ben West Library Building at 225 Polk Avenue, Downtown Nashville, Tennessee 37201, said property hereinafter described would be sold to the best and highest bidder for cash at public outcry, free from the equity of redemption, homestead, dower, and all other exemptions which are expressly waived in said Deed of Trust, but subject to any and all unpaid real estate taxes; and

WHEREAS, on said date at the time and place stated in said advertisement, and on said terms, I, David G. Mangum, Substitute Trustee, offered said property for sale at public outcry and sold said property to **Marvin Cook*** his heirs and assigns, for $58,100.00, which amount was the highest, best, and last bid.

* unmarried

NOW THEREFORE, FOR AND IN CONSIDERATION OF THE SUM of the highest, best, and last bid, as set out above, cash in hand paid, the receipt of which is hereby acknowledged, I, David G. Mangum, Substitute Trustee, do hereby bargain and sell, and by these

presents transfer and convey unto the said **Marvin Cook,** (hereinafter referred to as Grantee), his heirs and assigns, the following described property, to wit:

LAND in Davidson County, Tennessee, being Part of Lot No. 9, on the Plan of Matthews Square of record in Book 6250, page 337, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

DEED REFERENCE:
BEING the same property conveyed to Judy D. Huey by deed from Nashville Area Habitat for Humanity, Inc., a Tennessee nonprofit corporation of record in Instrument No. 20010822-0090868,

SUBJECT to all matters on the Plan of record in Book 6250, page 337, said Register's Office.

MAP/PARCEL: 060-13-0 176.00
PROPERTY ADDRESS: 2686 Old Matthews Road, Nashville, Tennessee, as shown on the tax maps of Assessor of Property for Davidson County, TN.

This sale is subject to any and all unpaid real estate taxes; restrictive covenants, easements and setback lines; any and all redemption rights, including rights of redemption of any governmental agency, State or Federal; and any and all other prior liens or encumbrances against said real property.

TO HAVE AND TO HOLD said property with the appurtenances, estate, title, and interest thereto belonging to said Grantee, its successors and assigns forever, but subject to said real estate taxes and aforementioned Deed of Trust.

And I do further transfer and assign unto the said Grantee all the rights and benefits of the covenants and warranties in said Deed of Trust in as full and ample manner as under it, I can or should do, but I convey and assign as Trustee and not any further or otherwise.

WITNESS my hand on this the 5th day of January, 2007.

David G. Mangum, Substitute Trustee

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, David G. Mangum, Substitute Trustee, the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, on this the 5th day of January, 2007.

Kay E Farmer
Notary Public

My Commission Expires: 7/24/2010

KAY E. FARMER
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $58,100.00.

Affiant

Subscribed and sworn before me, this 5th day of January, 2007.

Notary Public

My Commission Expires: 7/24/2010

KAY E. FARMER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

File# 62850