Davidson County DEEDTRS
Recvd: 07/30/07 12:01 3 pgs
Fees:18.00 Taxes:259.00
20070730-0090043

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

| ADDRESS NEW OWNER: | SEND TAX BILLS TO: | MAP/PARCEL: |
|---|---|---|
| Aubrey Hiam and James Roberts<br>201 Thompson Lane<br>Suite 200<br>Nashville, Tennessee 37211 | SAME | 082-12-0-255.00 |

## SUBSTITUTE TRUSTEE'S DEED

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

WHEREAS, Lender is the beneficiary of the Deed of Trust of record in Instrument Number 20060706-0081015, Register's Office for Davidson County, Tennessee (hereinafter referred to as "Deed of Trust"). Said Deed of Trust secures to the Lender the payment in full of the note evidencing the subject indebtedness and any other obligations then existing or arising thereafter;

WHEREAS, by and through the above described Deed of Trust, the grantor, Benny McDaniel and Fronita McDaniel, husband and wife [collectively the "Borrower"] 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 20070523-0061304, 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 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 the Nashville Business Journal on June 1, June 8 and June 15, 2007, in accordance with and in fulfillment of the requirements of the above Deed of Trust;

WHEREAS, the Trustee, in accordance with the requirements of the above Deed of Trust and the published advertisement for sale of the subject property, did on the 27th day of July, 2007, appear and conduct the sale of the herein described property;

WHEREAS, Aubrey Hiam and James Roberts, did place the highest bid for the subject property, being the sum of $29,006.00; and

NOW THEREFORE, for and in consideration of the sum of $29,006.00, the Substitute Trustee has bargained and sold, and by these present does transfer and convey unto the said Aubrey Hiam and James Roberts, the Grantees herein, their successors and assigns, the property described as follows:

LAND in Davidson County, Tennessee, being Lot No. 17, on the Plan of D.D. Philips Silverdene Park Subdivision, as shown on plat of record in Plat Book 421, page 31, 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 Benny McDaniel and wife, Fronita McDaniel in Instrument 20060706-0081014 recorded 7/6/2006, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Phil Spur in Instrument 20060706-0081013 recorded 7/6/2006, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Shields Rentals, LP by Deed of record in Book 10326, Page 364 recorded 1/22/1997, Register's Office for Davidson County, Tennessee.

Possible Address: 938 Silverdene Place, Nashville, Tennessee

Possible Map & Parcel: 082-12-0-255.00

(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 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.

The Substitute Trustee makes no personal warranties or representations concerning the subject property. The transfer is "AS IS, WHERE IS, AND WITH ALL FAULTS," and without warranty of any kind, express or implied, as to the condition of such property and the improvements located thereon, including merchantability or fitness for particular purpose. Trustee shall make no covenant of seisin or warranty of title, express or implied. 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 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.

(Remainder of page intentionally left blank)

WITNESS, my hand this 30 day of July, 2007.

Amy Smith, Trustee

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 30 day of July, 2007.

Amy D. Nix

Notary Public

AMY D. NIX
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: 7-19-08

STATE OF TENNESSEE )
COUNTY OF DAVIDSON)

The actual consideration for this transfer or value of property (whichever is greater) is $29,006.00. This is equal to or greater than the property would bring at a fair and voluntary sale.

Amy Smith, Trustee

Amy Smith, Trustee

Sworn to and subscribed before me this the 30 day of July, 2007.

Amy D. Nix

Notary Public

AMY D. NIX
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: 7-19-08

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER FOR THIS TRANSFER IS
$ 70,000.00

AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME, THIS
THE 30th DAY OF July 20 07

Deputy Register