This instrument prepared by:

WINCHESTER, SELLERS, FOSTER & STEELE, P.C.
P.O. Box 2428
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Phone: (865) 637-1980
File No. 1217.0804L

CLT No. 106-13-082.00

Davidson County DEEDTRS
Recvd: 02/25/08 13:47 3 pgs
Fees:18.00 Taxes:219.94
20080225-0018264

Responsible Taxpayer and Property Owner:

Name: **CITI Residential Lending, Inc.** Address: **P.O. Box 11000**
City: **Santa Ana** State: **CA** Zip: **92711**
Attention: **REO Department**

Mortgagee: _____

I, or we, hereby swear or affirm that the actual consideration for the transfer or value of the property transferred, whichever is greater, is **$59,444.01,** which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

_____
Affiant

LESLIE MARSHALL STATE OF TENNESSEE NOTARY PUBLIC KNOX COUNTY

Sworn to and subscribed before me, this 21st day of February, 2008.

_____
Notary Public

My Commission Expires: 02/02/11

SUCCESSOR TRUSTEE'S DEED

This instrument made this 21st day of February, 2008, by and between **GORDON D. FOSTER**, Successor Trustee, of Knox County, Tennessee, party of the first part, and **DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE, IN TRUST FOR THE REGISTERED HOLDERS OF AMERIQUEST MORTGAGE SECURITIES, INC., ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2004-R8,** party of the second part.

WITNESSETH:

THAT, WHEREAS, on the 23rd day of June, 2004, **MICHAEL S. SMITH and wife, LINDA N. SMITH** of Davidson County, Tennessee, duly executed and acknowledged a Tennessee Deed of Trust, recorded in Instrument No. 200407280090242 in the Register's Office for Davidson County, Tennessee, conveying to Wesley D. Turner, Trustee, the hereinafter described real estate, to secure payment of one (1) Promissory Note in the principal sum of Sixty Thousand and No/100 ($60,000.00) Dollars, dated the 23rd day of June, 2004, together with fees and costs necessary to enforce the collection thereof, said note being incorporated in said Tennessee Deed of Trust by reference, said real estate being more particularly bounded and described as follows:

A certain tract or parcel of land in Davidson County, State of Tennessee, described as follows to-wit:

Land in Davidson County, Tennessee, being Lot No. 26 on the plan of Glenrose Park, or record in Book 974, Page 48, said Register's Office, to which plan reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to Michael S. Smith and wife, Linda N. Smith by Warranty Deed from Larry J. George and wife, Brenda B. George recorded in Deed Book 5434, Page 739, in the Office of the clerk of Superior Court, Davidson County, Tennessee.

MAP PARCEL IDENTIFICATION CLT NO. 106-13-082.00

Said property bears the street address of 300 Vivelle Ave., Nashville, TN 37210.

The foregoing property description is the same as the previous Deed of record, no updated boundary survey having been obtained at the time of this conveyance.

WHEREAS, on the 3rd day of January, 2008, **GORDON D. FOSTER** of Knox County, Tennessee, was appointed and designated Successor Trustee under the aforesaid Tennessee Deed of Trust pursuant to the terms and conditions of said Tennessee Deed of Trust by CITI Residential Lending, Inc. as attorney in fact, said Appointment being of record in Instrument No. 200801100002947 in the aforesaid Register's Office; and

WHEREAS, said Promissory Note was duly signed and executed by **MICHAEL S. SMITH and wife, LINDA N. SMITH**; and

WHEREAS, default has been made in the payment of the total amount due and payable as provided in the above-described Note, which total amount was past due at the time the foreclosure of said Tennessee Deed of Trust was begun, and the undersigned was directed to foreclose said Tennessee Deed of Trust in accordance with the terms and provisions thereof and to sell the real estate above described; and

WHEREAS, party of the first part did advertise the sale of said real estate herein described, as provided in said Tennessee Deed of Trust, in a local newspaper published in Davidson County, Tennessee, to-wit, the *Nashville Record*, giving the time, place and terms of said sale; and

WHEREAS, on the 21st day of February, 2008, at the hour of 10:00 o'clock a.m. local time, at the Davidson County Register of Deeds Office at the Gaylord Entertainment Center in Nashville, Tennessee, at the time and place fixed in the advertised Notice of Sale, the foregoing described real estate was offered for sale at public auction FOR CASH to the last, highest and best bidder free from all equitable rights of redemption, statutory right of redemption, homestead, dower, marital share and all other exemptions and redemptive rights of every kind, the same having been waived by the terms of said Tennessee Deed of Trust, and being cried for a reasonable time, was finally sold to the party(ies) of the second part, at a bid of **$59,444.01,** party(ies) of the second part being the highest and best bidder(s), which purchase price was paid to party of the first part and then applied by party of the first part as directed and provided in said Tennessee Deed of Trust.

NOW, THEREFORE, in consideration of the premises and the said purchase price bid and paid, party of the first part, as Successor Trustee, does hereby grant, bargain, sell, transfer, and convey unto the said party(ies) of the second part the real estate hereinbefore described, TO HAVE AND TO HOLD the same, together with all of the hereditaments, improvements, buildings, easements and appurtenances therein and thereunto belonging and appertaining, and free from the right and equity of redemption, homestead, dower and all other exemptions of any and every kind in the makers of said Tennessee Deed of Trust, and all persons claiming through and under said makers.

Party of the first part as Successor Trustee, does hereby transfer, assign, and set over unto the party(ies) of the second part, his (their) heirs, executors, administrators, representatives, successors and assigns, all of the covenants and warranties contained in the aforesaid Tennessee Deed of Trust, and does hereby warrant the title to the aforesaid real estate as fully and completely as he is authorized to do as such Successor Trustee, but no further or otherwise; provided, however, this conveyance is SUBJECT TO any rights of redemption held by federal or state governmental authorities (if noted herein), priority tax liens, prior encumbrances, objections, conditions, restrictions, and any current or delinquent ad valorem property taxes which may be recorded or applicable to said property. including any applicable personal property, business, or other local taxes.

The designation of the parties to this instrument in either the plural or singular shall be applied to mean either number, and where appropriate in the context hereof, shall mean any one or more of said parties, and any pronoun used herein shall include the masculine, feminine and neuter genders.

IN WITNESS WHEREOF, party of the first part has hereunto set his hand and seal the day

and year first above written.

Gordon D. Foster, Successor Trustee

STATE OF TENNESSEE)
:ss
COUNTY OF KNOX)

Personally appeared before me, a duly commissioned Notary Public in and for the County and State aforesaid, **Gordon D. Foster, Successor Trustee**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand at office this the 21st day of February, 2008.

Notary Public

My Commission Expires: 02/02/11

LESLIE MARSHALL
STATE OF TENNESSEE NOTARY PUBLIC
KNOX COUNTY