EXEMPT TRANSACTION,
GOVERNMENTAL AGENCY IS
HOLDER OF INDEBTEDNESS."

Davidson County DEEDTRS
Recvd: 02/26/08 14:23 4 pgs
Fees:22.00 Taxes:0.00

20080226-0018860

This instrument prepared by:

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

INST. NO. 20060728-0091627

Responsible Taxpayer and Property Owner:
Tax Parcel No. 128 15 0B 305.00

Name: Federal National Mortgage Association

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

Common Description: 305 Post Creek Road
Nashville, TN 37221

Legal Description: See Exhibit "A"

I, or we, hereby swear or affirm that the actual consideration for the transfer or value of the property transferred, whichever is greater, is $124,925.30 (Exempt Transaction Per T.C.A. 67-4-409) 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 15th day of February, 2008

Notary Public
My Commission Expires: 12/12/2011.

STEPHANIE SIENA
NOTARY PUBLIC
STATE OF COLORADO
MY COMMISSION EXPIRES
12/12/2011

SUCCESSOR TRUSTEE'S DEED

Whereas, by virtue of the power and authority vested under that Deed of Trust executed by **Kelly R. Cole** dated **7/26/06** and

recorded **7/28/06** at Inst No 20060728-0091627, 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 **Mortgage Electronic Registration Systems Inc. acting solely as Nominee for Countrywide Home Loans Inc.** 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, February 14, 2008 at 10:00 a.m. pursuant to the advertisement published in the **Davidson AM** 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.** became the highest and best bidder(s) at and for the sum of **$124,925.30** 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.** 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:

See attached Exhibit "A"

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 Inst No 20060728-0091627, referred to therein.

IN WITNESS WHEREOF, Philip M. Kleinsmith, Trustee, has caused these presents to be executed this 15th day of February, 2008.

PHILIP M. KLEINSMITH, Trustee

STATE OF COLORADO)
COUNTY OF EL PASO)

Before me, Stephanie Siena, 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 15th day of Febraury, 2008.

Notary Public

My Commission Expires: 12/12/2011.

STEPHANIE SIENA
NOTARY PUBLIC
STATE OF COLORADO
MY COMMISSION EXPIRES
12/12/2011

File No.: 260701100

EXHIBIT A

Land in Davidson County, Tennessee, being Unit No. 305 as shown on Phase Two Post House Bellevue of record in the first Amendment to the Master Deed for Post House Bellevue Condominium (annexation of Phase Two) in Book 6846, page 811, and referred to as Exhibit "B" found at Pages 813-815, amending the original Master Deed of record in Book 6838, page 445, all references of record in the Register's Office for said County.

Being the same property conveyed to Kelly R. Cole, an unmarried man, by warranty deed from Ann Grim, of record in Instrument No. 20060728-0091626, Register's Office for Davidson County, Tennessee.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED