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Davidson County DEEDTRS
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20080404-0034211

ADDRESSES NEW OWNER(S) AS FOLLOWS	SEND TAX BILLS TO:	MAP PARCEL NUMBER
		135140A16600
(NAME)	(NAME)	
Countrywide Home Loans, Inc	Countrywide Home Loans, Inc	
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
1800 Tapo Canyon Road	1800 Tapo Canyon Road	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	
Simi Valley, CA 93063	Simi Valley, CA 93063	

SUCCESSOR TRUSTEE'S DEED

This instrument made and entered into on this, the September 27, 2007, by Everett L. Hixson, Jr., Successor Trustee ("Successor Trustee").

WHEREAS, by that certain Deed of Trust dated **September 28, 2006,** of record in Instrument # : 20061004-0123332, Register's Office for DAVIDSON, Tennessee (the "Deed of Trust"), **James Sherrill and Arthesia Lee Sherrill** (collectively "Borrower"),conveyed to Arnold M. Weiss,, certain real property as described below (the "Property") to secure the payment of a certain indebtedness described in the Deed of Trust including, without limitation, that evidenced by a certain promissory note executed on September 28, 2006, (the "Note"), which obligation is presently held and owned by Mortgage Electronic Registration Systems, Inc.; and

WHEREAS, demand was made for the payment of the Note secured by the Deed of Trust referenced above, the payment of which was in default, and the obligation secured by the Deed of Trust referenced above was declared due and payable as provided in the Note and Deed of Trust, but the obligation was not paid; and

WHEREAS, Lender, the owner and holder of the Note evidenced by the Deed of Trust, demanded that the Property be advertised and sold in accordance with the terms of the Deed of Trust; and

WHEREAS, the undersigned, Everett L. Hixson, Jr., was duly appointed as Successor Trustee in the place and stead Arnold M. Weiss, said appointment being set forth in Instrument #: 20070911-0108832 said Register's Office; and

WHEREAS, the Successor Trustee caused notice to be published as provided in the Deed of Trust and Note in the The Nashville Record that the Property would be sold on **September 27, 2007,** at time 11:00 AM at the door of the DAVIDSON County Courthouse, Tennessee, such advertisement appearing in said newspaper on **08/31/07, 09/07/07 AND 09/14/07**, a copy of such notice sent to Borrower, the current owner of the Property, and all other parties who appeared to have any interest in the Property reflected in the records of the Register's Office of DAVIDSON County, NashvilleTennessee, and following such notice the default was not cured; and

WHEREAS, the Successor Trustee at the time, place and date specified in said notices offered the Property for sale, and after opening the floor for competitive bids, sold said Property to Countrywide Home Loans, Inc., at the price of One hundred thirty nine thousand two hundred twenty nine and 24/100 dollars ($139,229.24) this being the highest, last and best bid.

NOW, THEREFORE, I, Everett L. Hixson, Jr., Successor Trustee as aforesaid, in consideration of the premises and the sum of **One hundred thirty nine thousand two hundred twenty nine and 24/100 dollars ($139,229.24)** to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto Countrywide Home Loans, Inc., ("Grantee"), its successors and assigns, all of my right, title and interest in and to the Property, including without limitation, the following described real estate and improvements located thereon, but no further or otherwise, located in DAVIDSON County, Tennessee, and more particularly described as follows, to wit:

Land in Davidson County, Tennessee, being Lot No. 166 on the plan of Phase Four Pinnacle Point Subdivision of record in Book 6900, Page 524, Register's Office for said County, to which plan reference is hereby made for a more complete description thereof.

Description Reference: Described according to (or by reference to) the recorded subdivision plan.

This conveyance is subject to: Taxes for 2006, and subsequent years; The Plan, with Owner's Certificate, of record in Book 6900, Page 524, said Register's Office, which plan shows minimum setback lines and easements to which plan reference is hereby made for a more complete description thereof; The Declaration of Covenants, Conditions and restrictions of record in Book 7032, Page 733, Book 7067, Page 739, Document No. 20010504-0046047 and restrictive convenant of record in Book 6405,Page 169, said Register's Office, which sets forth assessments, liens and other matters, to which Declaration reference is hereby made for a more particulars.

Being the same property conveyed to the Borrowers herein from Johnnie M. Newton and wife, Martha R. Newton by warranty deed of even date being filed for record in Instrument No. 200610040123331, Register's Office for Davidson County, Tennessee.

To have and to hold the aforesaid real estate, together with all improvements thereon, free from any equity of redemption, statutory right of redemption, spouses elective share, homestead, dower, courtesy and all other exemptions, as provided in, but only to the extent provided in, said Deed of Trust.

Said sale will be subject to **(1)** any and all unpaid ad valorem taxes (plus penalty and interest, if any) that may be a lien upon the Property; **(2)** any and all liens, defects, encumbrances, adverse claims, and other matters which take priority over the Deed of Trust upon which this foreclosure sale is had; **(3)** any statutory rights of redemption not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal, which might not have been waived by such governmental agency; **(4)** applicable covenants, restrictions, building setbacks, easements, and to all conditions as shown with respect to the aforementioned Property in the Register's Office of DAVIDSON County, Tennessee; **(5)** any governmental zoning and subdivision ordinances or regulations in effect thereon; **(6)** the accuracy of the Index Book of the said Register's Office; and **(7)** any other matters which an accurate survey of the Property might disclose.

The Property is conveyed AS IS WHERE IS, without representations or warranties of any kind whatsoever, whether express or implied. Without limiting the foregoing, THE PROPERTY IS SOLD WITHOUT ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

WITNESS the signature of the Successor Trustee on the day and date first above written.

Everett L. Hixson, Jr.
Successor Trustee

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

Before me, Caren L. Giles, of the state and county aforesaid, personally appeared Everett L. Hixson, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged he executed the foregoing instrument for the purpose therein contained.

WITNESS my hand and seal at office in Chattanooga, Tennessee this 13th day of November, 2001.

Caren L. Giles
Notary Public

My commission expires:
Feb. 12, 2011

CAREN L. GILES
NOTARY PUBLIC AT LARGE
HAMILTON CO., TN

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

The actual consideration or value, whichever is greater, for this transfer is $139,229.24

Affiant

Sworn to and subscribed
before me this 13th
day of November, 2007.

Notary Public

My commission expires:
Feb. 12, 2011

