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Davidson County DEEDTRS
Recvd: 07/11/08 11:40 2 pgs
Fees:13.00 Taxes:250.75
20080711-0071395

PREPARED BY AND RETURN TO:
Joe M. Kirsch, Attorney
6055 Primacy Parkway, Suite 410
Memphis, TN 38119
901-767-5566
Fax: 901-761-5690

Name: Jeffrey Phillips,
S&K#: 08-003883

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by Deed of Trust dated March 16, 2006, recorded in Instrument number 20060323-0033177 in the Register's Office of Davidson County, Tennessee, Jeffrey D. Phillips, unmarried, conveyed to ARCHER LAND TITLE, Trustee, the hereinafter described property for the purpose of securing the payment of the indebtedness and performance of the obligations therein mentioned and set forth; and,

WHEREAS, the holder of the debt secured appointed the undersigned as Substitute Trustee by Instrument of record in Instrument Number 20080612-0060606 in the Register's Office of Davidson County, Tennessee; and,

WHEREAS, default was made in the terms and conditions of said Deed of Trust, and the beneficiary requested the undersigned to advertise and sell said property under the terms and provisions of said Deed of Trust; and,

WHEREAS in pursuance of said request by said beneficiary, the said property was by the undersigned, advertised for sale in conformity with the terms and provisions of sale Deed of Trust by which advertisement the sale was appointed to be held on June 9, 2008, at the Davidson County Courthouse in Nashville, Tennessee, at 10:00 AM; and,

WHEREAS, at the time and place mentioned in said advertisement, the undersigned offered said property for sale at public outcry to the highest and best bidder for cash at which time the said property was struck off and sold to Blue Canyon Properties, GP whose address is 301 Fairbanks Road, Goodlettsville, TN 37072, at and for the sum of $67,771.00, that being the highest and best bid offered; and,

WHEREAS, the purchaser, Blue Canyon Properties, GP has complied with the terms of the sale by paying into the hands of the undersigned Substitute Trustee the expenses of the sale, the balance being applied upon said indebtedness for which property was sold.

NOW, THEREFORE, in consideration of the premises and the payment by Blue Canyon Properties, GP, the sum of money so paid, receipt of which is hereby acknowledged, the undersigned, Shapiro & Kirsch, LLP., as Substitute Trustee, does hereby grant, bargain, sell and convey to the said Blue Canyon Properties, GP, its heirs, successors and assigns, in fee simple forever, the property above mentioned and now further described as being in Nashville, County of Davidson, State of Tennessee, to-wit:

Described property located in Davidson County, Tennessee, to wit:

Lot Number 11 on the Map of Dozier Place as of record in Book 974, Page 51, Registers Office for Davidson County, Tennessee, to which plat reference is hereby made for a more particular description of said property.

SAID Lot Number 11 fronts 50 feet on the southerly side of Dozier Avenue and runs back 160.09 feet on the westerly line and 165.1 feet on the easterly line to a dead line measuring 50.2 feet thereon.

This legal description is identical with that in Deed of Trust recorded in Instrument number 20060323-0033177, in the Register's Office of Davidson County, Tennessee.

The grantor received title to the above-captioned real estate by Deed of Trust of record in Instrument number 20060323-0033177, in the Register's Office of Davidson County, Tennessee.

The last deed of record is Warranty Deed, recorded in Instrument Number 20050919-0112274, in the Register's Office for Davidson County, Tennessee.

Subject to any unpaid taxes, subdivision restrictions, building lines and easements, State and Federal tax liens.

SALE IS SUBJECT TO ANY INTEREST THAT MAY EXIST IN UNRELEASED DEED OF TRUST OF RECORD IN BOOK 7825, PAGE 737, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

TO HAVE AND TO HOLD the said real property above described, together with the privileges and appurtenances and hereditaments thereunto belonging or in any wise appertaining unto Blue Canyon Properties, GP, its heirs, successors and assigns, in fee simple forever, to whom the said Shapiro & Kirsch, LLP., Substitute Trustee, warrants the title to the aforesaid real property against the lawful claims of all persons claiming by, through or under him, as such Substitute Trustee, but not further or otherwise.

IN WITNESS WHEREOF, the said Shapiro & Kirsch, LLP., Substitute Trustee, has hereunto set his hand and seal on the date written below.

Shapiro & Kirsch, LLP

Ashley Jones, Authorized Agent

STATE OF TENNESSEE
COUNTY OF SHELBY

On the 9th day of June 2008, before me, a Notary Public, in and for said State and County, personally appeared Ashley Jones, with whom I am personally acquainted, and who, upon oath acknowledged to be the Authorized Agent of Shapiro & Kirsch, L.L.P. the within named bargainor, a limited liability partnership, and that as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Limited Liability Partnership.

WITNESS my hand and Notarial Seal at Office the day and year above written.

DEEANNA McKIERNAN STATE OF TENNESSEE NOTARY PUBLIC SHELBY COUNTY MY COMM. EXP. 12-28-08

My commission expires: 12/28/08

Notary Public

I, or we, hereby swear or affirm that to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer is $67,771.00 which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me on the 9th day of June, 2008.

My commission expires: August 23, 2011

Notary Public

DEBORAH J. COHEN STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TN

PROPERTY ADDRESS: 1024 Dozier Place, Nashville, TN 37216

RETURN TO:
PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:
Blue Canyon Properties, GP
~~**304 Fairbanks Road, Goodlettsville, TN 37072**~~
P. O. Box 160591, Nashville, TN 37216
S & K #:08-003883
Map & Parcel – 07210005400

PREPARER'S NOTE: IT IS THE GRANTEE'S RESPONSIBILITY TO RECORD THIS INSTRUMENT. FAILURE TO DO SO MAY ADVERSELY AFFECT TITLE OR INTEREST.