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Davidson County DEEDTRS
Recvd: 07/28/08 10:14 3 pgs
Fees:17.00 Taxes:0.00
20080728-0076685

| ADDRESSES NEW OWNER(S) AS FOLLOWS | SEND TAX BILLS TO: | MAP PARCEL NUMBER |
|---|---|---|
| (NAME)<br>Secretary of Housing and Urban Development | (NAME)<br>Secretary of Housing and Urban Development | 101-0-120 |
| (STREET ADDRESS OR ROUTE NUMBER)<br>451 7th Street Southwest, Room 6251 | (STREET ADDRESS)<br>451 7th Street Southwest, Room 6251 | |
| (CITY) (STATE) (ZIP)<br>Washington DC 20410 | (CITY) (STATE) (ZIP)<br>Washington DC 20410 | |

# SUCCESSOR TRUSTEE'S DEED

This instrument made and entered into on May 29, 2008, by Everett L. Hixson, Jr., Successor Trustee ("Successor Trustee").

WHEREAS, by that certain Deed of Trust dated July 23, 2007, and recorded on July 24, 2007, in Instrument Number **20070724-0087861**, Register's Office for DAVIDSON County, Tennessee (the "Deed of Trust"), **LINDA VALINEZHAD** ("Borrower") conveyed to Robert M Wilson Jr., Trustee, 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 July 23, 2007, (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 of Robert M Wilson Jr., said appointment being set forth in Instrument No. **20080512-0048563** 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 **May 29, 2008**, at 11:00 am at the door of the DAVIDSON County Courthouse, Nashville, Tennessee, such advertisement appearing in said newspaper on **05/02/08, 05/09/08 AND 05/15/08**, 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, Nashville, Tennessee, 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 **Mortgage Electronic Registration Systems, Inc.** at the price of **Two Hundred Thirty Eight Thousand Six Hundred Ninety and 24/100 Dollars ($238,690.24)** 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 **Two Hundred Thirty Eight Thousand Six Hundred Ninety and 24/100 Dollars ($238,690.24)** to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto **Secretary of Housing and Urban Development** ("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 THE 8TH CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN IN THE SOUTHERLY RIGHT-OF-WAY OF RIVER ROAD, THE SAME BEING THE NORTHEAST CORNER OF THE GERALD D. RUSSELL PROPERTY; THENCE ALONG THE RIGHT-OF-WAY OF SAID ROAD S 71 DEGREES 04'31''E 62.18 FEET TO AN IRON PIN; THENCE CONTINUING S 68 DEGREES 36'13" E157.59 FEET TO AN IRON PIN; THENCE S 07 DEGREES 16'15"W 571.98 FEET TO AN IRON PIN; THENCE N 81 DEGREES 43' 40" W 106.00 FEET TO AN IRON PIN;THENCE N 50 DEGREES 38' 57"W 127.15 FEET TO AN IRON PIN; THENCE N 07 DEGREES 16' 15" E 160.08 FEET TO AN IRON PIN; THENCE N 07 DEGREES 16'15" E 394.07 FEET TO THE POINT OF BEGINNING, ACCORDING TO A SURVEY OF RANDOLPH L. CHAPDELAINE ON 12/06/85 TOGETHER WITH AND SUBJECT TO AN EASEMENT AS SET FORTH IN THE INSTRUMENT OF RECORD IN BOOK 7604, PAGE 232, SAID REGISTER'S OFFICE.

THIS CONVEYANCE IS SUBJECT TO: LETTER FROM THE METROPOLITAN HEALTH DEPARTMENT STATING THAT SUBJECT PROPERTY IS UNSUITABLE FOR SEWAGE SOIL ABSORPTION SYSTEM, DATED AUGUST 15, 1988, OF RECORD IN BOOK 7626, PAGE 552, SAID REGISTER'S OFFICE. SUBJECT TO AN EASEMENT AS SET FORTH IN DEED BOOK 7604, PAGE 232, SAID REGISTER'S OFFICE.

7060 River Road Pike,Nashville, TN 37209.

**Borrower's source of title is that certain Warranty Deed dated July 23, 2007 from Jon M. McVey II and Kelly B. McVey to LINDA VALINEZHAD of record on July 24, 2007 in Instrument 20070724-0087860 said Register's Office.**

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 29th day of May, 2008.

Caren L. Giles
Notary Public

CAREN L. GILES STATE OF TENNESSEE NOTARY PUBLIC HAMILTON COUNTY

My commission expires:
Feb. 12, 2011

STATE OF TENNESSEE )
COUNTY OF HAMILTON

The actual consideration or value, whichever is greater, for this transfer is 238690.24

Affiant

Sworn to and subscribed
before me this 29th day of May, 2008.

Caren L. Giles
Notary Public

CAREN L. GILES STATE OF TENNESSEE NOTARY PUBLIC HAMILTON COUNTY

My commission expires:
Feb. 12, 2011