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Davidson County DEEDTRS
Recvd: 10/27/08 13:23 2 pgs
Fees:13.00 Taxes:360.51
20081027-0107110

ADDRESSES NEW OWNER(S) AS FOLLOWS	SEND TAX BILLS TO:	MAP PARCEL NUMBER
(NAME) DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR MORGAN STANLEY ABS CAPITAL I INC. TRUST 2006-NC5, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-NC5	(NAME) DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR MORGAN STANLEY ABS CAPITAL I INC. TRUST 2006-NC5, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-NC5	72-13-440
(STREET ADDRESS OR ROUTE NUMBER) 1800 Tapo Canyon Road	(STREET ADDRESS) 1800 Tapo Canyon Road	
(CITY) (STATE) (ZIP) Simi Valley, CA 93063	(CITY) (STATE) (ZIP) Simi Valley, CA 93063	

SUCCESSOR TRUSTEE'S DEED

This instrument made and entered into on July 10, 2008, by Everett L. Hixson, Jr., Successor Trustee ("Successor Trustee").

WHEREAS, by that certain Deed of Trust dated July 7, 2006, and recorded on July 17, 2006, in Instrument Number **20060717-0085696**, Register's Office for DAVIDSON County, Tennessee (the "Deed of Trust"), **ALLIE L. HOLDER, EARL KIESELHORST and JENNIFER KIESELHORST** (collectively "Borrower") conveyed to Statewide Title & Escrow of TN, 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 7, 2006 (the "Note"), which obligation is presently held and owned by **DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR MORGAN STANLEY ABS CAPITAL I INC. TRUST 2006-NC5, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-NC5**; 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 Statewide Title & Escrow of TN, said appointment being set forth in Instrument Number **20080623-0064157**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 **July 10, 2008,** at 11:00 am at the door of the DAVIDSON County Courthouse, Nashville, Tennessee, such advertisement appearing in said newspaper on **06/13/08, 06/20/08 AND 06/27/08**, 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 **DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR MORGAN STANLEY ABS CAPITAL I INC. TRUST 2006-NC5, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-NC5** at the price of **Ninety Seven Thousand Four Hundred Thirty Five and 35/100 Dollars ($97,435.35)** 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 **Ninety Seven Thousand Four Hundred Thirty Five and 35/100 Dollars ($97,435.35)** to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto **DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR MORGAN STANLEY ABS CAPITAL I INC. TRUST 2006-NC5, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-NC5** ("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 PART OF LOT NOS. 38 AND 39 ON THE MAP OF A SUBDIVISION OF PART OF L.M. EXELL'S 12/11 ACRE TRACT, BEING A PART OF THE TALBOT LANDS, AS OF RECORD IN BOOK 547, PAGE 51, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

901A Douglas Avenue, Nashville, TN 37206.

Borrower's source of title is that certain Warranty Deed dated July 07, 2006, from Billabong Enterprises, Inc. to ALLIE L. HOLDER and EARL C. KIESELHORST of record on July 17, 2006, in Instrument Number 20060717-0085695, 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 16th day of October, 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 $97,435.35.

Affiant

Sworn to and subscribed
before me this 16th day of October, 2008.

Caren L. Giles
Notary Public

CAREN L. GILES STATE OF TENNESSEE NOTARY PUBLIC HAMILTON COUNTY

My commission expires: Feb. 12, 2011

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