Davidson County DEEDTRS
Recvd: 12/10/08 14:16 4 pgs
Fees:23.00 Taxes:74.00
20081210-0119240

Prepared By and Return to:

Curtis M. Lincoln
Attorney at Law
115 Hazel Path Drive
Suite #1, Westover Building
Hendersonville, TN 37075
(615) 822-0030

Address New Owner(s):	**Send Tax Bills To:**	**Map & Parcel Nos.:**
Mid-State Lenders, Inc. **P. O. Box 2171** **Hendersonville, TN 37077**	**Same as Owner**	**081-06 0 455.00**

SUBSTITUTE-TRUSTEE'S DEED

WHEREAS, default was made in the terms, conditions, and payments provided for and made in a Deed of Trust dated August 16, 2006, executed by **WAYNE MORROW** to E. Keith Bell, Trustee, of record as Instrument No. 20060824-0104251, Register's Office for Davidson County; and subsequently assumed by **CASSANDRA CROSBY** and modified by instrument recorded as Instrument No. 20061214-0154114, said Registers' Office; and

WHEREAS, Curtis M. Lincoln was appointed Substitute Trustee by instrument recorded as Instrument No. 20081014-0103449, said Register's Office, and in his capacity as Substitute Trustee, and not Individually ("Trustee"), caused to be published a Foreclosure Sale Notice in accordance with the provisions of said Deed of Trust, providing notice and advertising that said property would be sold at 10:00 o'clock a.m, prevailing time on Thursday, November 20, 2008 at the entrance to the office of the Davidson County Register of Deeds, Sommet Center (formerly Gaylord Entertainment Center),501 Broadway, Nashville, Davidson County, Tennessee, to be knocked off and sold to the highest, best, and last bidder for cash, pursuant to the terms and conditions of the Deed of Trust and the Foreclosure Sale Notice; and

WHEREAS, Curtis M. Lincoln, Substitute-Trustee personally appeared (or appeared by Designated Agent) and offered said property for sale at public outcry and the highest, best, and last bid received was the sum of **TWENTY THOUSAND & NO/100 DOLLARS ($20,000.00)** by **MID-STATE LENDERS, INC.** (hereinafter referred to as the "Buyer") and said property was knocked off and sold to the Buyer.

NOW, THEREFORE, in consideration of the premises and sum of **TWENTY THOUSAND & NO/100 DOLLARS ($20,000.00)** cash in hand paid by the Buyer, **MID-STATE**

LENDERS, INC., Trustee, has this day bargained and sold and, by the premises, does transfer and convey to Buyer, its/their [heirs and representatives/successors and assigns] the title and interest that Trustee has the right to sell and convey under the Deed of Trust in a certain tractor parcel of land situated in Davidson County, Tennessee, and described as follows:

> LAND in Davidson County TN, being Lot No. 4 on the Plan of Subdivision of part of Lot No. 16 of the Nichol Property, in the 8th, formerly the 13th Civil District of Davidson County, TN, as shown of record in Plat Book 2, Page 49, Chancery Court for Davidson County, TN, to which reference is here made for a more complete and accurate description. Said Lot No. 4 fronts 50.14 feet on the Northerly side of Buchanan Street, formerly Hydes Ferry Road and runs back 161 feet, more or less, to an alley measuring 50 feet thereon.
>
> BEING the same property conveyed to WAYNE MORROW by Deed executed by JOHN P. MURRAY and wife, JEANETTE MURRAY and recorded as Instrument No. 20060824-0104250, said Register's Office.
>
> SUBSEQUENTLY conveyed to CASSANDRA CROSBY by Quitclaim Deed dated October 18, 2006, and executed by WAYNE MORROW and recorded as Instrument No. 20061214-0154113, said Register's Office.

The street address of the property is believed to be as follows: 2308 Buchanan Street, Nashville, TN 37208, but such address is not part of the legal description of the property. In the event of any discrepancy, the legal description herein shall control. The Legal Description is drawn from recorded documents or provided by third parties, and the Trustee makes no warranty or representation regarding the accuracy of the Legal Description.

To have and to hold the said tract or parcel of land with the appurtenances, estate, title and interest thereto belonging to the Buyer, its/their heirs, successors, and assigns forever.

The Trustee covenants with the said Buyer that he/she is lawfully seized and possessed of said real property as Trustee only and, by the terms of the abovementioned Deed of Trust, in his capacity as Trustee, has a good right to sell and convey the same subject to all matters shown on any applicable recorded Plat or Plan; any unpaid taxes which exist as a lien against said property; any restrictive covenants, easements, or setback lines that may be applicable; any statutory rights of redemption not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal; and any Deeds of Trust, liens, claims, and encumbrances that may take priority over the Deed of Trust. This sale is also subject to any matter that inspection and/or an accurate survey of the premises might disclose.

The Trustee, and not Individually, further covenants and binds himself/his successors and assigns, to warrant and forever defend the title to said real estate to the Buyer, its/their [heirs and representatives/successors and assigns], against the lawful claims of any person claiming by or through him as Trustee, but no further or otherwise, it being the intention of the Trustee only to convey to Buyer no greater title in the subject real estate than he received as Trustee and that, as Trustee, he has the right to sell and convey.

THIS PROPERTY IS SOLD "AS IS," "WHERE IS" AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, THE PROPERTY IS SOLD WITHOUT ANY IMPLIED WARRANTIES OR MERCHANTABILITY, CONDITION, OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

Trustee makes no covenant of seizin, marketability of title, or warranty of title, express or implied. Trustee sells and conveys the subject real property by this Trustee's Deed as Trustee only, and not individually. (Trustee and Substitute Trustee are interchangeable.)

WITNESS my hand this 2nd day of December, 2008.

Curtis M. Lincoln
Substitute-Trustee and not Individually

STATE OF TENNESSEE)

COUNTY OF SUMNER)

Personally appeared before me, M. V. Brooks, a Notary Public of this county, Curtis M. Lincoln, Substitute-Trustee and not Individually, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office this 2nd day of December, 2008.

M. V. Brooks
NOTARY PUBLIC

M. V. BROOKS
STATE OF TENNESSEE NOTARY PUBLIC
SUMNER COUNTY

My Commission Expires: 05/12/09

STATE OF TENNESSEE)

COUNTY OF SUMNER)

The actual consideration or value, whichever is greater, for this transfer is $20,000.00.

Iain D Lain III
AFFIANT

Subscribed and sworn before me on this 2nd day of December, 2008.

M.V. Brooks
Notary Public

M. V. BROOKS
STATE OF TENNESSEE NOTARY PUBLIC
SUMNER COUNTY

My Commission Expires: 05/12/09