This instrument prepared by:
Joseph J. Jensen
STITES & HARBISON PLLC
604 West Main Street
Franklin, Tennessee 37064
Tel: 615-782-2380
Fax: 615-742-0723
e-mail: joe.jensen@stites.com

The Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is: ONE HUNDRED TWO THOUSAND SEVEN HUNDRED FIFTY AND 00/100 DOLLARS ($102,750.00)

New Owner:
Southeast Financial Federal Credit Union
444 James Robertson Parkway
Nashville, TN 37219

Send Tax Bills To:
same

Map/Parcel:
119-12-0-063.00

Davidson County DEEDTRS
Recvd: 12/17/08 15:25 4 pgs
Fees:23.00 Taxes:380.18
20081217-0120970

SUBSTITUTE TRUSTEE'S DEED

This Substitute Trustee's Deed is made and entered into on this the 16th day of December, 2008, by Joseph J. Jensen, Substitute Trustee ("Substitute Trustee").

WHEREAS, **Moises Nabor Gonzalez and Lorenza Hernandez** (the "Grantor") by that certain Deed of Trust dated October 13, 2006, recorded as Instrument #20061018-0129152, in the Office of the Register of Deeds for Davidson County, Tennessee (as modified or amended, the "Deed of Trust"), conveyed to John E. Simmonds, Trustee, the Property (as hereinafter defined) to secure the payment of certain indebtedness described in the Deed of Trust (the "Indebtedness"), which Indebtedness is presently held and owned by Southeast Financial Federal Credit Union (the "Lender"); and

WHEREAS, the Indebtedness became overdue and unpaid, and other conditions of default occurred, by reason of which the Lender declared the Deed of Trust to be in default, and notice was given of such default to Grantor, in the manner required by the terms of the Deed of Trust, but following such notice the default was not cured; and

WHEREAS, the undersigned, Joseph J. Jensen, has been duly appointed as Substitute Trustee in the place and stead of John E. Simmonds, said appointment being of record as Instrument #20081103-0109256, said Register's Office; and

WHEREAS, Lender directed the Substitute Trustee to sell the Property as provided in the Deed of Trust, and the Substitute Trustee caused notice to be published in *The Tennessean* that the Property would be sold on December 15, 2008, at 11:30 a.m.

prevailing Central Time, outside of the entrance to the Office of the Davidson County Register of Deeds at the Sommet Center, 501 Broadway, Nashville, Davidson County, Tennessee, such Notice of Foreclosure appearing in said paper on November 21, 2008, November 28, 2008, and December 5, 2008; and

WHEREAS, the Substitute Trustee's designated representative on December 15, 2008 at 11:30 a.m. prevailing Central Time, outside of the entrance to the Office of the Davidson County Register of Deeds at the Sommet Center, 501 Broadway, Nashville, Davidson County, Tennessee offered the Property for sale, and after opening the floor for competitive bids, sold the Property to Southeast Financial Federal Credit Union at the price of One Hundred Two Thousand Seven Hundred Fifty and 00/100 Dollars ($102,750.00), this being the highest, last and best bid.

NOW, THEREFORE, I, Joseph J. Jensen, Substitute Trustee as aforesaid, in consideration of the premises and the sum of One Hundred Two Thousand Seven Hundred Fifty and 00/100 Dollars ($102,750.00), to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto Southeast Financial Federal Credit Union, its successors and assigns (the "Grantee") all of my right, title and interest in and to the following described real estate, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil, timber and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, if any, but no further or otherwise, located in Davidson County, Tennessee (collectively, the "Property"), and more particularly described as follows, to wit:

> A tract or parcel of land in Davidson County, Tennessee, being more particularly described as follows:
>
> Being Lot No. 169 of the Battlewood Subdivision, Section Two, as of record in Plat Book 1835, Pages 95-96, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.
>
> Being the same property conveyed to Moises Nabor Gonzalez, a married person, by Warranty Deed from Michael J. Goins dated October 13, 2006 and recorded as Instrument Number 20061018-0129151, in the Register's Office for Davidson County, Tennessee.

The Property is **improved** property.

The street address of the Property is believed to be 804 Drummond Drive, Nashville, Tennessee 37211. This address is not part of the legal description of the Property. In the event of any discrepancy, the legal description herein shall control.

To have and to hold the Property, and free of rights of redemption, statutory or otherwise, including but not limited to T.C.A. § 66-8-101, *et seq.*, and all homestead, dower and all other exemptions and marital rights, all of which are expressly waived in the Deed of Trust, as provided in, but only to the extent provided in, said Deed of Trust.

Grantee hereunder accepts title to the Property and all improvements thereon in an AS IS WHERE IS condition, and without representation or warranty from Substitute Trustee as to any matter whatsoever, and by accepting this Substitute Trustee's Deed, Grantee represents and warrants that it has conducted its own due diligences with regard to the Property and matters of title related to the Property, and represents and warrants that it has not relied on any statement or action made by Substitute Trustee. Without limiting the foregoing, SUBSTITUTE TRUSTEE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ADDITIONALLY, SUBSTITUTE TRUSTEE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES AS TO THE ABSENCE OR PRESENCE ON OR UNDER THE PROPERTY OF HAZARDOUS SUBSTANCES AS DEFINED BY ANY ENVIRONMENTAL LAWS, INCLUDING WITHOUT LIMITATION THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT ("CERCLA") OR SIMILAR FEDERAL AND STATE LEGISLATION (COLLECTIVELY, THE "ENVIRONMENTAL LAWS"). Grantee accepts title to the Property subject to any problems arising in connection with the Property and/or the improvements located thereon, including without limitation problems arising out of or in connection with deterioration of any improvements thereon, violations of the Environmental Laws, and potential flood hazards. By accepting the Substitute Trustee's Deed, Grantee agrees to indemnify and hold the Substitute Trustee harmless from any and all costs, expenses, and liability, including without limitation attorneys' fees, arising out of or in connection with any of the foregoing.

Grantee hereunder accepts title to the Property and all improvements thereon subject to any and all unpaid real estate taxes, restrictive covenants, easements and setback lines; any and all unwaived redemption rights, including rights of redemption of any governmental agency, State or Federal; and any and all other prior liens or encumbrances against said real property.

SIGNATURE APPEARS ON FOLLOWING PAGE

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

Joseph J. Jensen, Substitute Trustee

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, Frances L. Regan, a Notary Public of the State and County aforesaid, personally appeared Joseph J. Jensen, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Substitute Trustee, and that he as such Substitute Trustee being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his name as Substitute Trustee.

Witness my hand and seal, at office in Nashville, Tennessee, this 16th day of December, 2008.

FRANCES L. REGAN NOTARY PUBLIC Commission Expires July 3, 2012 Davidson County, TN

Frances L. Regan
Notary Public
My commission expires: 7-3-2012

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is One Hundred Two Thousand Seven Hundred Fifty and 00/100 Dollars ($102,750.00).

Joseph J. Jensen

Subscribed and sworn to before me
this the 16th day of December, 2008.

FRANCES L. REGAN NOTARY PUBLIC Commission Expires July 3, 2012 Davidson County, TN

Frances L. Regan
Notary Public
My commission expires: 7-3-2012

15710N:081575:801674:1:NASHVILLE
12/12/08