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Davidson County DEEDTRS
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20090129-0007636

ADDRESSES NEW OWNER(S) AS FOLLOWS	SEND TAX BILLS TO:	MAP PARCEL NUMBER
(NAME) **Federal National Mortgage Association**	(NAME) **Federal National Mortgage Association**	**85-11/108.00**
(STREET ADDRESS OR ROUTE NUMBER) **14221 Dallas Parkway, STE 11202**	(STREET ADDRESS) **14221 Dallas Parkway, STE 11202**	
(CITY) (STATE) (ZIP) **Dallas TX 75244**	(CITY) (STATE) (ZIP) **Dallas TX 75244**	

SUCCESSOR TRUSTEE'S DEED

This instrument made and entered into on September 25, 2008, by Everett L. Hixson, Jr., Successor Trustee ("Successor Trustee").

WHEREAS, by that certain Deed of Trust dated September 19, 2006 and recorded on October 3, 2006 in **Instrument Number 200610030122552**, Register's Office for Davidson County, Tennessee (the "Deed of Trust"), James Pemberton and Betty Pemberton ("Borrower"), conveyed to Taylor Title & Escrow, Inc., 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 September 19, 2006, (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 Taylor Title & Escrow, Inc., said appointment being set forth in **Instrument 20080923-0096768** 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 September 25, 2008, at 11:00 AM at the door of the Davidson County Courthouse, Nashville Tennessee, such advertisement appearing in said newspaper on **August 29, 2008, September 5, 2008, September 12, 2008** , 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 Eighty One Thousand One Hundred Six and 90/100 Dollars ($281,106.90) 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 Eighty One Thousand One Hundred Six and 90/100 Dollars ($281,106.90) to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto **Federal National Mortgage Association** ("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:

A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS TO WIT:

BEING LOT NUMBER 1 RESUBDIVISION OF LOT 2 WELLINGTON SQUARE SUBDIVISION, AS SHOWN BY PLAT OF RECORD IN PLAT BOOK 9700, PAGE 701, OF THE REGISTER`S OFFICE OF DAVIDSON COUNTY, TENNESSEE, TO WHICH

PLAT REFERENCE IS HEREBY MADE FOR A MORE COMPLETE AND ACCURATE DESCRIPTION OF SAID LOT. BEING THE SAME PROPETY CONVEYED TO BETTY J. PEMBERTON, MARRIED BY WARRANTY DEED FROM WELLINGTON SQUIARE, LLC., DATED NOVEMBER 22, 2000 AND FILED OF RECORD ON NOVEMBER 27, 200 IN INSTRUMENT NUMBER 20001127-0116036, REGISTER'S ** Borrower's source of title is that certain Warranty Deed dated November 27, 2000 from Wellington Square to Betty Pemberton recorded on November 27, 2000, in Instrument Number 20001127-0116036 in 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, spouse's 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.
** OFFICE FOR DAVIDSON COUNTY, TENNESSEE

Everett L. Hixson, Jr.
Everett L. Hixson, Jr.
Successor Trustee

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

Before me, A Notary Public for the state and county aforesaid, personally appeared Everett L. Hixson, Jr., Successor Trustee, 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 6th day of January 2009.

Caren L. Giles
Notary Public

My commission expires:

Feb. 12, 2011

CAREN L. GILES STATE OF TENNESSEE NOTARY PUBLIC HAMILTON COUNTY

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

The actual consideration or value, whichever is greater, for this transfer is **$281,106.90**.

Everett L Hixson, Jr.
Affiant

Sworn to and subscribed
before me this 6th day of January 2009.

Caren L. Giles
Notary Public

My commission expires: Feb. 12, 2011

CAREN L. GILES STATE OF TENNESSEE NOTARY PUBLIC HAMILTON COUNTY