Davidson County DEEDTRS
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20090206-0010524

This instrument prepared by:

Kleinsmith & Associates, P.C.
6035 Erin Park Drive
Colorado Springs, Co 80918

INST. NO. 20050531-0060793

Responsible Taxpayer and Property Owner:
Tax Parcel No. 107 05A 136.00

Name: Secretary of Housing and Urban Development, its successors and/or assigns

Address: c/o Pyramid Real Estate
616 Marriott Dr., Ste. 300
Nashville, TN 37214

Common Description: 136 Five Oaks Drive
Nashville, TN 37127-1220

Legal Description: See Exhibit "A"

I, or we, hereby swear or affirm that the actual consideration for the transfer or value of the property transferred, whichever is greater, is $66,734.07 (Exempt Transaction Per T.C.A. 67-4-409) which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Philip M. Kleinsmith, Trustee

Sworn to and subscribed before me,
by Philip M. Kleinsmith, Trustee,
this 18th day of November, 2008

Notary Public
My Commission Expires: 10/21/2011.

NOTARY PUBLIC STATE OF COLORADO

SUCCESSOR TRUSTEE'S DEED

Whereas, by virtue of the power and authority vested under that Deed of Trust executed by **John A. Scafidi** dated **05/27/2005** and recorded **05/31/2005** at Instrument No. **20050531-0060793**, Register's Office of Davidson County, Tennessee, given to secure payment of a certain indebtedness evidenced by a promissory note set forth therein, payable to the order of **Mortgage Electronic Registration Systems, Inc. acting solely as nominee for Countrywide**

Home Loans, Inc. default having been made in the performance of the terms and provisions of the Deed of Trust, demand having been made upon the said Debtor for payment in accordance with the provisions of the Deed of Trust, default having been made in the payment upon demand, said indebtedness described by the said Deed of Trust having been declared to be due and payable in accordance with the terms thereof, said default continuing without reinstatement, at the request of Holder of the note for the purpose of effecting payment of all sums due under the terms of the note and Deed of Trust, principal interest and costs of sale, Philip M. Kleinsmith, Trustee, did on Thursday, **November 13, 2008** at 10:00 a.m. pursuant to the advertisement published in the **Davidson AM** and sent by mail to the Debtor and lienors of record, offer for sale, at **Front Steps of Old Ben West Library Building, 225 Polk Avenue, Nashville**, TN, in bar of the equities of redemption, dower and homestead, the hereinafter described real estate, at which sale **Countrywide Home Loans, Inc.** became the highest and best bidder(s) at and for the sum of **$66,734.07** and

WHEREAS, the proceeds of the sale were sufficient to satisfy all sums of principal, interest, attorney fees, costs and other sums accruing under the terms of the aforesaid Deed of Trust.

WHEREAS, **Countrywide Home Loans Inc.**, directed and instructed the undersigned to transfer, convey and assign the real estate described herein to the Secretary of Housing and Urban Development, its successors and/or assigns, and to deliver the deed of reconveyance to said Department;

NOW THEREFORE, Philip M. Kleinsmith, Trustee, exercising the power and authority vested in him, and in bar of the equities of redemption, dower and homestead, does hereby sell, transfer , and convey unto **Secretary of Housing and Urban Development, its successors and/or assigns,** Grantee, the following described real estate, to wit:

See attached Exhibit "A"

To HAVE AND TO HOLD said described real estate unto the Grantee, his successors and assigns, forever in fee simple

Sale was advertised and made as **Trustee** only, without covenants or warranties of title, express or implied, subject to any governmental zoning or subdivision ordinances in effect thereon and this conveyance is so made. However, Grantor, as Trustee, but not otherwise, hereby assigns and sets over to Grantee all of the

covenants and warranties contained in the Deed of Trust recorded at Instrument No. **20050531-0060793**, referred to therein.

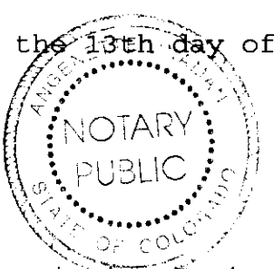
IN WITNESS WHEREOF, Philip M. Kleinsmith, Trustee, has caused these presents to be executed this 13th day of November, 2008.

PHILIP M. KLEINSMITH, Trustee

STATE OF COLORADO)
COUNTY OF EL PASO)

Before me, Angenette Linaman, a Notary Public , duly appointed, commissioned, and qualified in and for the State and County aforesaid, personally appeared Philip M. Kleinsmith, Trustee, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), to be the person described in and who executed the foregoing instrument and acknowledged that he executed same as his free act and deed.

This the 13th day of November, 2008.



Notary Public

My Commission Expires: 10/21/2011.

File No.: 250500837

EXHIBIT A

Land in Davidson County, Tennessee, being all of Unit No. 136, on the Plan of Five Oaks, formerly The Meadow, a Planned Unit Development, as shown by plat appearing of record in Plat Book 5200, Page 355, as amended in Book 5784, Page 521, of the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for more complete details of said unit.

Being the same property conveyed to John A. Scafidi, a married man by Warranty Deed from Tracy D. Wilson, unmarried as of record in Instrument No. 20050531-0060792, Register's Office for Davidson County, Tennessee.

Summer B. Scafidi, spouse of John A. Scafidi , executed this document, with the consent of the grantor spouse, for the purpose of waiving homestead and/or other marital rights that may be granted to a spouse by law in the property and/or with might be asserted against the trustee, beneficiary, mortgagee, or their successors and/or assigns in enforcing any rights.