Davidson County DEEDTRS
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Fees:17.00 Taxes:0.00
20090218-0013643

Prepared by and Return to:
Patrick Taggart/hrylee 02/12/2009
McCurdy & Candler, L.L.C.
250 East Ponce DeLeon Avenue, Suite 600
Decatur, GA 30030

SUBSTITUTE TRUSTEE'S DEED

GMAC Mortgage Corporation
File No. 08-25838 /Patricia F. Chappell

Tennessee, Davidson County

WHEREAS, by Deed of Trust dated May 14, 2004, and recorded in the Register's Office of Davidson County, Tennessee, on June 3, 2004 at Instrument No. 200406030065523, ("Deed of Trust"), Patricia F. Chappell conveyed to Arnold M. Weiss, Trustee, as Trustee, the hereinafter described property for the purpose of securing payment of the indebtedness and performance of the obligations therein mentioned and set forth; and

WHEREAS, the beneficial interest of said Deed of Trust was last transferred and assigned to Mortgage Electronic Registration Systems, Inc.; and

WHEREAS, Mortgage Electronic Registration Systems, Inc., being the owner and holder of the debt secured, appointed the undersigned as Substitute Trustee by instrument of record in Instrument No. 200811200114254, in the Register's Office of Davidson County, Tennessee; and

WHEREAS, default has been made in the payment of said indebtedness and the performance of said obligations thereby secured to be paid and performed, and the holder of said Deed of Trust requested the undersigned to advertise and sell said property under the terms and provisions of said Deed of Trust; and

WHEREAS, the property was advertised for sale in The Nashville Record - Davidson in conformity with the laws of Tennessee and the terms and provisions of said Deed of Trust on 1/23/2009, 1/30/2009, and 2/6/2009. The sale was held on February 12, 2009, in Davidson County, Tennessee, in bar of the equities of redemption, dower, and homestead; and

WHEREAS, at the time and place mentioned in said advertisement, the undersigned's agent, offered said property for sale at public outcry to the highest and best bidder for cash, at which sale GMAC Mortgage, LLC, being the highest, best and last bidder, became the purchaser of said property at and for the sum of $46,275.23; and

WHEREAS, the said owner and holder of the debt has assigned its interests in the said property to Federal Home Loan Mortgage Corporation, its successors and assigns;

WHEREAS, the owner and holder of said debt for which said property was sold has complied with the terms of sale by paying into the hands of the undersigned Substitute Trustee the expenses of the sale, the balance of the purchase price being credited on the indebtedness secured by said Deed of Trust;

NOW, THEREFORE, in consideration of the premises and of the payment by GMAC Mortgage, LLC as aforesaid, of the said sum of money, receipt of which payment is hereby acknowledged, the undersigned Patrick A. Taggart, as Substitute Trustee, does hereby grant, bargain, sell and convey unto Federal Home Loan Mortgage Corporation, its successors and assigns, in fee simple forever, the following described property, to-wit:

**FOR LEGAL DESCRIPTION, SEE EXHIBIT "A"
ATTACHED HERETO AND MADE A PART HEREOF**

TO HAVE AND TO HOLD the property described above, together with the privileges, appurtenances, and hereditaments thereunto belonging or in any way appertaining unto the said Federal Home Loan Mortgage Corporation, its successors and assigns, forever, to whom the said, Patrick A. Taggart, as Substitute Trustee, warrants the title to the aforesaid property against the lawful claims and demands of all persons claiming by, through or under him, but not further nor otherwise.

IN TESTIMONY WHEREOF, Patrick Taggart, has hereunto executed, on February 12, 2009.

Patrick Taggart
Substitute Trustee

STATE OF GEORGIA
COUNTY OF DEKALB

On February 12, 2009, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared, Patrick Taggart, Substitute Trustee, the within named bargainor, with whom I am personally acquainted (or proved on the basis of satisfactory evidence), and who, upon oath, acknowledged that he/she executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and Notarial Seal the day and year above written.

Notary Public

OFFICIAL SEAL
CATHERINE COLLYMORE
NOTARY PUBLIC, NEWTON COUNTY, GA
MY COMMISSION EXPIRES FEB. 19, 2012

My Commission Expires:
GOVERNMENT ENTITY NO TAX REQUIRED

STATE OF GEORGIA
COUNTY OF DEKALB

I hereby swear or affirm that to the best of my knowledge, information and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $46,275.23, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me on February 12, 2009.

Notary Public

OFFICIAL SEAL
CATHERINE COLLYMORE
NOTARY PUBLIC, NEWTON COUNTY, GA
MY COMMISSION EXPIRES FEB. 19, 2012

Mail Tax Notices to and Property Owner:
Federal Home Loan Mortgage Corporation
8250 Jones Branch Drive
McLane, VA 22102

Map & Parcel No.: 142030A38500C0
Property Address: 385 Deer Lake Drive
Nashville, TN 37221

Exhibit "A"

The land referred to in this Commitment is described as follows:

Land in Davidson County, Tennessee described as follows, to-wit:

Unit No. 385 in Deer Lake Retirement Community, a horizontal property regime located on Hicks Road at Highway 70 South, Nashville, Davidson County, Tennessee as shown on the plat of Deer Lake Retirement Community recorded in Book 5050, Pages 28 and 29, and as amended in Book 5050, Pages 62 and 63, Registers Office for Davidson County, Tennessee and described in a Master Deed recorded in Book 5097, Pages 529 through 539 and in bylaws of Deer Lake Retirement Community of record in Book 5141, Pages 82 through 118 of the Registers Office for Davidson County, Tennessee to which reference is hereby made for easements, restrictive covenants, conditions and regulations imposed upon and relating to the property, apartment owners and tenants of Deer Lake Retirement Community contained in the aforesaid Master Deed, by-laws and the regulations adopted pursuant to the bylaws are incorporated in this deed by reference and made a part thereof the same as though copied herein verbatim. The purchasers by acceptance hereof expressly assume and agree to be bound by and comply with all of the covenants, terms, provisions and conditions set forth in the aforesaid documents including but not limited to the obligations to pay monthly assessments for the maintenance and operations of Deer Lake Retirement Community in accordance with the Master Deed and Bylaws. The purchasers further specifically acknowledge that their right to transfer ownership of the above described apartment unit or to lease said unit is subject to certain options and restrictions contained in the Master Deed and bylaws.

This being the same property conveyed to George L. Chappell, Patricia Franklin Chappell, Deborah C. Amos and Michael Phillip Chappell by Warranty Deed of John N. Riggins and wife, Heather A. Riggins dated June 17, 1999 and recorded June 29, 1999 in Book 11547, Page 795, Registers Office for Davidson County, Tennessee.

Being also the same property conveyed to Patricia Franklin Chappell by Deed recorded in Instrument No. 20040603-0065522 in the Registers Office of said County.