PREPARED BY AND RETURN TO:
Joe M. Kirsch, Attorney
6055 Primacy Parkway, Suite 410
Memphis, TN 38119
901-767-5566
Fax: 901-761-5690

Davidson County DEEDTRS
Recvd: 02/24/09 10:48 2 pgs
Fees:13.00 Taxes:438.52
20090224-0016060

Name: Henry C. Matthews and Martha Matthews
S&K#: 08-011838

**SUBSTITUTE TRUSTEE'S DEED**

WHEREAS, by Deed of Trust dated January 24, 2002, recorded in Instrument number 20020204-0014793 in the Register's Office of Davidson County, Tennessee, Henry C. Matthews, a married person and Martha E. Matthews, a married person, conveyed to American Title, Trustee, the hereinafter described property for the purpose of securing the payment of the indebtedness and performance of the obligations therein mentioned and set forth; and,

WHEREAS, the holder of the debt secured appointed the undersigned as Substitute Trustee by Instrument of record in Instrument Number 20090127-0007078, in the Register's Office of Davidson County, Tennessee; and,

WHEREAS, default was made in the terms and conditions of said Deed of Trust, and the beneficiary requested the undersigned to advertise and sell said property under the terms and provisions of said Deed of Trust; and,

WHEREAS in pursuance of said request by said beneficiary, the said property was by the undersigned, advertised for sale in conformity with the terms and provisions of sale Deed of Trust by which advertisement the sale was appointed to be held on February 10, 2009, at the Davidson County Courthouse in Nashville, Tennessee, at 10:00 a.m.; and,

WHEREAS, at the time and place mentioned in said advertisement, the undersigned offered said property for sale at public outcry to the highest and best bidder for cash at which time the said property was struck off and sold to Merrill Lynch Credit Corporation, whose address is PHH Mortgage Corporation, 4001 Leadenhall Road, Attn: Mail Stop SV-01, Mount Laurel, New Jersey 08054 at and for the sum of $118,517.96, that being the highest and best bid offered; and,

WHEREAS, the purchaser, being the holder of the indebtedness has complied with the terms of the sale by paying into the hands of the undersigned Substitute Trustee the expenses of the sale, the balance being applied upon said indebtedness for which property was sold.

NOW, THEREFORE, in consideration of the premises and the payment by Merrill Lynch Credit Corporation, the sum of money so paid, receipt of which is hereby acknowledged, the undersigned, Shapiro & Kirsch, LLP., as Substitute Trustee, does hereby grant, bargain, sell and convey to the said Merrill Lynch Credit Corporation, its successors and assigns, in fee simple forever, the property above mentioned and now further described as being in Madison, County of Davidson, State of Tennessee, to-wit:

Described property located in Davidson County, Tennessee to wit:

Lot Number 45, on the Plan of Primrose Acres, of record in Book 2663, Pages 105 and 107, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.

This legal description is identical with that in Deed of Trust recorded in Instrument number 20020204-0014793 in the Register's Office of Davidson County, Tennessee.

The grantor received title to the above-captioned real estate by Deed of Trust of record Instrument number 20020204-0014793 Register's Office of Davidson County, Tennessee.

The last deed of record is Warranty Deed, recorded in Book 9844, Page 165, in the Register's Office for Davidson County, Tennessee.

Subject to any unpaid taxes, subdivision restrictions, building lines and easements

TO HAVE AND TO HOLD the said real property above described, together with the privileges and appurtenances and hereditaments thereunto belonging or in any wise appertaining unto Merrill Lynch Credit Corporation, its successors and assigns, in fee simple forever, to whom the said Shapiro & Kirsch, LLP., Substitute Trustee, warrants the title to the aforesaid real property against the lawful claims of all persons claiming by, through or under him, as such Substitute Trustee, but not further or otherwise.

IN WITNESS WHEREOF, the said Shapiro & Kirsch, LLP, Substitute Trustee, has hereunto set his hand and seal on the date written below.

Shapiro & Kirsch, LLP

Ashley M. Jones, Authorized Agent

STATE OF TENNESSEE
COUNTY OF SHELBY

On the 10th day of February, 2009, before me, a Notary Public, in and for said State and County, personally appeared Ashley M. Jones, with whom I am personally acquainted, and who, upon oath acknowledged to be an Authorized Agent of Shapiro & Kirsch, L.L.P. the within named bargainor, a limited liability partnership, and that as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Limited Liability Partnership.

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

PATRICIA ALLEN NOTARY PUBLIC STATE OF TENNESSEE SHELBY COUNTY MY COMMISSION EXPIRES 02/01/2012

My commission expires:

Notary Public

I, or we, hereby swear or affirm that to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of property conveyed (whichever is greater) is $118,517.96.

Affiant

Subscribed and sworn to before me on the date written above.

PATRICIA ALLEN NOTARY PUBLIC STATE OF TENNESSEE SHELBY COUNTY MY COMMISSION EXPIRES 02/01/2012

My commission expires:

Notary Public

PROPERTY ADDRESS: 911 North Graycroft Avenue, Madison, TN 37115

PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:
Merrill Lynch Credit Corporation
4001 Leadenhall Road
Attn: Mail Stop SV-01
Mount Laurel, New Jersey 08054

S & K #:08-011838
Map & Parcel – 042 03 0 039.00