Davidson County DEEDTRS
Recvd: 02/24/09 16:22 4 pgs
Fees:23.00 Taxes:155.40
20090224-0016364

THIS INSTRUMENT PREPARED BY:
Andrew B. Gibson, Jr., Attorney
Gibson, Gregory & Gwyn, PLLC
401 Church Street, Suite 2220
Nashville, TN 37219

TRUSTEE'S DEED

ADDRESS NEW OWNER AND SEND TAX BILLS TO:

Jim Brock
C/O Jim Stevens Realty & Auction Associates, LLC
3937 Gallatin Road
Nashville, TN 37216

MAP/PARCEL NUMBERS: 06111016300:

THIS INSTRUMENT made and entered into this 18th day of February, 2009, by and between Andrew B. Gibson, Jr., Trustee, hereinafter referred to as Grantor, and Jim Brock, a single person, hereinafter referred to as Grantee.

W I T N E S S E T H :

WHEREAS, on the 28th day of April, 1999, Harry Wynfield Lening and wife Teresa Gail Lening did execute and deliver to Andrew B. Gibson, Jr., Trustee, and its successors in trust, an Installment Deed securing certain indebtedness described therein, to John T. Bottom, Jr., Trustee with full power to sell, mortgage or otherwise convey without the joinder or disclosure of any beneficiary, which instrument was recorded in the Register's Office for Davidson County, Tennessee, in Book 11482, page 17, to which reference is made; and

WHEREAS, John T. Bottom, Jr., Trustee, did assign his interest in the indebtedness secured by said Installment Deed to J. D. Stevens as evidenced by Assignment of Installment Deed of record in Book 11542, page 169, Register's Office for Davidson County, Tennessee;

WHEREAS, J. D. Stevens and James D. Stevens are one and the same person; and

WHEREAS, James D. Stevens died on June 5, 2008, and the Co-Executors of the Estate of James D. Stevens and the beneficiaries of James D. Stevens are now the owners and holders of the indebtedness, hereinafter referred to as Holder; and

WHEREAS, the indebtedness secured by said Installment Deed was not paid as agreed, but default was made, and thereupon, at the request of Holder of said indebtedness, the Trustee did commence foreclosure of said property pursuant to the provisions of said Installment Deed; and

WHEREAS, on Wednesday, February 18, 2009, at 12:00 noon on the steps at the

front door of the Courthouse in Davidson County, Tennessee, said Trustee offered said real estate for sale, subject to all restrictions of record, all unpaid taxes and any other prior mortgages and liens of record and in bar of the statutory right of redemption set forth in TCA '66-8-101, et. seq., homestead, dower, elective share, rights of appraisement or valuation, and all other rights and exemptions of every kind, all of which were expressly waived and conveyed in the aforesaid Installment Deed, and after being cried for a reasonable time, the property was sold to the highest bidder, the same being the Grantee, for the sum of $42,000.00, and said sum was applied and credited by the beneficiaries of J. D. Stevens, to the outstanding indebtedness, as by said Installment Deed directed.

NOW, THEREFORE, this deed further witnesseth:

THAT for and in consideration of the said Grantee having credited to the secured indebtedness said sum of $42,000.00, as hereby acknowledged, the Trustee has this day bargained and sold and does hereby sell, transfer and convey unto the said Grantee, his heirs, successors and assigns, forever, the following described tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:

> Land in Davidson County, Tennessee, being Lot No. 19 on the Map of George Burrus Subdivision of Lot No. 81, Maplewood Home Tract, as of record in Plat Book 421, page 178, Register's Office for said County.
>
> Said Lot No. 19 fronts 100 feet 2 inches on the northerly side of Maplewood Avenue, and runs back between lines, 207 feet on the easterly line and 212.75 feet on the westerly line to a dead line on which it measures 100 feet.
>
> Being the same property conveyed to Harry Wynfield Lening and wife, Teresa Gail Lening by Installment Deed dated April 28, 1999 from John T. Bottom, Jr., Trustee, of record in Book 11482, page 17, Register's Office for Davidson County, Tennessee.
>
> This conveyance is made subject to all matters shown on the Plan of record in Plat Book 421, page 178, Register's Office for Davidson County, Tennessee.
>
> This is improved property known as 1023 Curdwood Blvd., Nashville, TN 37216

TO HAVE AND TO HOLD the aforesaid real property and any improvements thereon unto the said Grantee, his heirs, successors and assigns, in fee simple, forever, and in bar of all rights of redemption.

AND said Trustee does hereby transfer, assign and set over unto the said Grantee all of the covenants and warranties in the aforesaid deed of trust and does hereby transfer,

sell and convey unto said Grantee every right, title and interest which he as Trustee holds by virtue of the said deed of trust and his appointment.

WITNESS the signature of the Trustee on this the 18th day of February, 2009.

ANDREW B. GIBSON, JR., TRUSTEE
Gibson, Gregory & Gwyn, PLLC
401 Church Street, Suite 2220
Nashville, TN 37219

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a notary public in and for the aforesaid state and county, the within named Andrew B. Gibson, Jr., Trustee, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and executed the within instrument for the purposes therein contained.

Witness my hand and affixed seal this 18th day of February, 2009.

NOTARY PUBLIC

My Commission Expires: 9/3/2012

ELAINE PHELPS
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON
My Comm. Expires September 3, 2012

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater for this transfer of $42,000.00.

Affiant

Subscribed and sworn to before me, this the 18th day of February, 2009.

NOTARY PUBLIC

My Commission Expires: 9/3/2012

ELAINE PHELPS
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON
My Comm. Expires September 3, 2012

I, Andrew B. Gibson, Jr., do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated to law.

Signature

State of Tennessee
County of Davidson

Personally appeared before me, the undersigned, a notary public for this county and state, Andrew B. Gibson, Jr., who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

MY COMMISSION EXPIRES: 9/3/2012

Notary's Seal

ELAINE PHELPS
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON
My Comm. Expires September 3, 2012