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Davidson County DEEDTRS
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ADDRESSES NEW OWNER(S) AS FOLLOWS	SEND TAX BILLS TO:	MAP PARCEL NUMBER
(NAME) BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS CWABS, INC. ASSET-BACKED CERTIFICATES, SERIES 2004-10	(NAME) BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS CWABS, INC. ASSET-BACKED CERTIFICATES, SERIES 2004-10	084140125.00
(STREET ADDRESS OR ROUTE NUMBER) 1800 Tapo Canyon Road	(STREET ADDRESS) 1800 Tapo Canyon Road	
(CITY) (STATE) (ZIP) Simi Valley, CA 93063	(CITY) (STATE) (ZIP) Simi Valley, CA 93063	

SUCCESSOR TRUSTEE'S DEED

This instrument made and entered into on February 13, 2009, by Everett L. Hixson, Jr., Successor Trustee ("Successor Trustee").

WHEREAS, by that certain Deed of Trust dated August 26, 2004, and recorded on September 3, 2004, in **Instrument Number 20040903-0106900**, Register's Office for Davidson County, Tennessee (the "Deed of Trust"), **Lee B. Dennis and Carolyn A. Dennis** ("Borrower") conveyed to Arnold M. Weiss, 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 August 26, 2004 (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 Arnold M. Weiss, said appointment being set forth in **Instrument Number 20080724-0075781**, 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 Nashville Record that the Property would be sold on **August 28, 2008**, at 11:00 AM at the door of the Davidson County Courthouse, Nashville, Tennessee, such advertisement appearing in said newspaper on **July 4, 2008, July 11, 2008, and July 18, 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 **Ninety One Thousand Three Hundred Seventy Five and 00/100 ($91,375.00)**, 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 **Ninety One Thousand Three Hundred Seventy Five and 00/100 ($91,375.00)** to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto **BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS CWABS, INC. ASSET-BACKED CERTIFICATES, SERIES 2004-10** ("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:

PROPERTY LOCATED AT 213 AMHERST DRIVE, NASHVILLE, DAVIDSON COUNTY, TENNESSEE 37214 AND:

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

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 108 ON THE PLAN OF WALNUT GROVE, AS OF RECORD IN BOOK 2133,PAGE 87, REGISTER`S OFFICE FOR SAID COUNTY.

SAID LOT FRONTS 72 FEET ON THE NORTHEASTERLY SIDE OF AMHERST DRIVE AND RUNS BACK 163.8 FEET ON THE SOUTHEASTERLY LINE AND 169.9 FEET ON THE NORTHWESTERLY LINE TO A DEAD LINE IN THE REAR, WHICH IS A BROKEN LINE, WHICH MESURES 89 FEET.

213 AMHERST DRIVE, NASHVILLE, TN 37214

Borrower's source of title is that certain Warranty Deed dated May 30, 2000, from J.G. Stone and Jane U. Stone to Lee B. Dennis and Carolyn A. Dennis, recorded on May 31, 2000, in Instrument Number 200005310053663in 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, spouses 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.

Everett L. Hixson, Jr.
Successor Trustee

STATE OF TENNESSEE)
COUNTY OF HAMILTON

Before me, Caren L. Giles, of the state and county aforesaid, personally appeared Everett L. Hixson, Jr., 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 13th day of February, 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 $91,375.00.

Affiant

Sworn to and subscribed before me this 13th day of February, 2009.

Notary Public

My commission expires: Feb 12, 2011

