Name & Address of Owner for Tax Bills:
Franklin Funding, Inc.
c/o Grassland Financial Services, LLC
1108 Battlewood Street
Franklin, TN 37069

BILL GARRETT, Davidson County
T20090017873 DEEDTRS
Recvd: 03/17/09 14:32 3 pgs
Fees:18.00 Taxes:455.73
20090317-0024057

Prepared by:
David G. Mangum, Attorney
2303 Franklin Road
Nashville, TN 37204

MAP/PARCEL: 148-00-0 120.01

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, under a Deed of Trust dated March 23, 2008, recorded in Instrument No.20080428-0043264, Register's Office, **Davidson** County, Tennessee, **Leslie Cappama and wife, Chun Ok Song**, conveyed to F.B. Murphy, Jr., Trustee, the hereinafter described property to secure the therein mentioned indebtedness; and

WHEREAS, said Deed of Trust was assigned by document of record in Instrument No.20080502-0044823, said Register's Office; and

WHEREAS, by instrument dated February 6, 2009, recorded in Instrument No.20090211-0012126, said Register's Office, the lawful owner and holder of the indebtedness described in and secured by the aforementioned Deed of Trust, nominated and appointed David G. Mangum as Substitute Trustee; and

WHEREAS, default having been made in the terms, conditions, and payments made and provided for in said Deed of Trust, and the lawful owner and holder of said indebtedness having declared the entire debt and interest due and payable; and

WHEREAS, the lawful owner and holder of said indebtedness having requested David G. Mangum, Substitute Trustee, to sell said property in satisfaction of the indebtedness; and

WHEREAS, I David G. Mangum, Substitute Trustee, did give proper notice by certified mail, return receipt requested, at least 25 days in advance of sale, to the Internal Revenue Service giving the time, place and terms of the sale; and

WHEREAS, I, David G. Mangum, Substitute Trustee, did give 29 days notice of the time, place and terms of the sale by an advertisement in three weekly publications in *The Davidson AM, of the Tennessean*, a newspaper published in Davidson County, Tennessee, said advertisement appearing in the editions of said newspaper under the dates of February 13, February 20, and February 27, 2009, stating that on Friday, March 13, 2009 at 12:00 Noon, in the hallway just outside the Davidson County Register of Deeds Office located inside the Sommet Center, formerly known as the Gaylord Entertainment Center, 501 Broadway, Downtown Nashville, Tennessee, said property hereinafter described would be sold to the best and highest bidder for cash at public outcry, free from the equity of redemption, homestead, dower, and all other exemptions which are expressly waived in said Deed of Trust, but subject to any and all unpaid real estate taxes; and

WHEREAS, on said date at the time and place stated in said advertisement, and on said terms, I, David G. Mangum, Substitute Trustee, offered said property for sale at public outcry

and sold said property to **Franklin Funding, Inc.**, its successors and assigns, for 123,170.46, which amount was the highest, best, and last bid.

NOW THEREFORE, FOR AND IN CONSIDERATION OF THE SUM of the highest, best, and last bid, as set out above, cash in hand paid, the receipt of which is hereby acknowledged, I, **David G. Mangum, Substitute Trustee**, do hereby bargain and sell, and by these presents transfer and convey unto the said **Franklin Funding, Inc.,** (hereinafter referred to as Grantee), its successors and assigns, the following described tract or parcel of land situated and lying in **Davidson** County, Tennessee, and more particularly described as follows:

Land in the Second Civil District of Davidson County, Tennessee, being Lot Nos. 1, 2, 3, 4, and 5 on the Map of A.B. Grinstead, deceased, Subdivision of the Antioch Tract, as of record in Book 112, Pages 506 and 529, and Book 146, Page 438, and Book 3678, Page 203, Register's Office for said County, described as follows: Beginning at an intersection of the southerly line of Reeves Road and a line 40 feet northeast of and parallel with the center line of Louisville and Nashville Railroad Company's main tract, measured on a line at right angles therewith, thence in a southeasterly direction parallel with said center line, 865 feet, more or less, to a point; thence north 37 deg. 30' east with the southeast boundary of a conveyance of February 1, 1988, from A.J. Raper to the Nashville, Chattanooga, & St. Louis Railway, recorded in Book 112, page 504, Davidson County, records, 234.3 feet to a point; thence north 38 deg. west with the northeast lines of conveyances recorded in Book 172, page 543, Book 147, page 127, Book 146, page 437 and said Book 112, page 504, 628.8 feet more or less, to a point in said line of Reeves Road; thence south 89 deg. west with said line of Road, 304.2 feet to the point of beginning, containing 4.13 acres, more or less.

DEED REFERENCE:
BEING the same property conveyed to Leslie Cappama, a married man, by deed from Margarita Corona, a single woman, dated June 1, 2007, of record in 20070615-0071756, Register's Office for Davidson County, Tennessee.

MAP/PARCEL: 148-00-0 120.01
PROPERTY ADDRESS: 4801 Payne Road, Antioch, TN as shown on the tax maps of the Assessor of Property for Davidson County, TN.

SUBJECT to Final Decree Confirming Sale (Tax Sale) of record in Instrument No.20070320-0034059 and Decree for Redemption of record in Instrument No.20070524-0062036; and subject to the marital interest of spouse of Leslie Cappama and to any liens or judgment filed against said spouse; and to a Federal Tax Lien filed against T & C Leasing and Excavating, a partnership, William Turner a & Leslie Cappama of record in Instrument No. 20081222-0121828.

This sale is subject to any and all unpaid real estate taxes; restrictive covenants, easements and setback lines; any and all redemption rights, including rights of redemption of any governmental agency, State or Federal; and any and all other prior liens or encumbrances against said real property. Said sale is further subject to matters that an accurate survey of the property might disclose.

TO HAVE AND TO HOLD said property with the appurtenances, estate, title, and interest thereto belonging to said Grantee, its successors and assigns forever, but subject to said real estate taxes and aforementioned Deed of Trust.

And I do further transfer and assign unto the said Grantee all the rights and benefits of the covenants and warranties in said Deed of Trust in as full and ample manner as under it, I can or should do, but I convey and assign as Trustee and not any further or otherwise.

WITNESS my hand on this the 16th day of March, 2009.

David G. Mangum, Substitute Trustee

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **David G. Mangum**, Substitute Trustee, the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, on this the 16th day of March, 2009.

Kay E. Farmer
Notary Public

KAY E. FARMER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: 7/24/2010

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $123,170.46.

Affiant

Subscribed and sworn before me, this 16th day of March, 2009.

Kay E. Farmer
Notary Public

KAY E. FARMER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: 7/24/2010

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