PREPARED BY AND RETURN TO:
Joe M. Kirsch, Attorney
6055 Primacy Parkway, Suite 410
Memphis, TN 38119
901-767-5566
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BILL GARRETT, Davidson County
Trans:T20090033569 DEEDTRS
Recvd: 05/21/09 09:46 2 pgs
Fees:12.00 Taxes:0.00
20090521-0046743

Name: Carnell Comer,
S&K#: 08-011730

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by Deed of Trust dated May 24, 2005, recorded in Instrument number 20050601-0061878 in the Register's Office of Davidson County, Tennessee, Carnell Comer, an unmarried man, conveyed to Larry N. Westbrook, Esq., 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 200903100021583, 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 March 25, 2009 at 10:00am at which time was adjourned to and held on April 13, 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 PHH Mortgage 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 $117,494.91, that being the highest and best bid offered; and,

WHEREAS, the said PHH Mortgage Corporation has assigned its interests in the said property to Federal National Mortgage Association, its successors and assigns; 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 PHH Mortgage 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 Federal National Mortgage Association, its successors and assigns, in fee simple forever, the property above mentioned and now further described as being in Nashville, County of Davidson, State of Tennessee, to-wit:

Described property located in Davidson County, Tennessee, to wit:

Lot Number 2 on the Resubdivision of a portion of an unnumbered Lot (called Butterworth Lot) on Plat "H.N. Myers Plan Nashville" of record in Instrument Number 20040428-0048002, said Register's Office, to which plat reference is hereby given for a more particular description of said property.

This legal description is identical with that in Deed of Trust recorded in Instrument number 20050601-0061878, 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 20050601-0061878, Register's Office of Davidson County, Tennessee.

The last deed of record is Warranty Deed, recorded in Instrument Number 200506010061877 and Quit Claim Deed recorded at Instrument Number 200902180013563, 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 Federal National Mortgage Association, 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 13th day of April, 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 the 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.

My commission expires:

Notary Public

NO TAX/EXEMPT AGENCY

PROPERTY ADDRESS: 2303 14th Avenue North, Nashville, TN 37204

PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:
Federal National Mortgage Association
P.O. Box 650043
Dallas, TX 75265-0043

S & K #:08-011730
Map & Parcel – 081 03 0 385.00

Notary Seal present,
but could not be reproduced.

Bill Garrett
Davidson County Register of Deeds