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PREPARED BY:
L. ROBERT GREFSENG
ATTORNEY AT LAW
710 NORTH MAIN STREET
COLUMBIA, TN 38401

BILL GARRETT, Davidson County
Trans:T20090036270 DEEDTRS
Recvd: 06/02/09 12:32 5 pgs
Fees:28.00 Taxes:215.88
20090602-0050630

# SUBSTITUTE TRUSTEE'S DEED

WHEREAS, on the 23rd day of August, 2004, Carol Cangemi LeBlanc, executed a Deed of Trust to John Tomlinson III, Trustee, for the purpose of securing the debt and obligations therein described, which Deed of Trust is recorded in the Register's Office of Davidson County, Tennessee as instrument number 20040826-0103214; and

WHEREAS, First Farmers & Merchants Bank is, the current holder and owner of the debt secured by said Deed of Trust and by instrument recorded in said Register's Office, has named and appointed the undersigned as Substitute Trustee in the place and stead of John P. Tomlinson, III, Trustee; and

WHEREAS, default was made in the payment of the debt and obligations secured by said Deed of Trust, and the undersigned, as Substitute Trustee, was requested to advertise and sell the property conveyed by said Deed of Trust in compliance with the provisions thereof; and

WHEREAS, the undersigned, as Substitute Trustee, did in compliance with the provisions of said Deed of Trust, advertise for sale the said property, the advertisement for sale having been published in The Davidson A.M, a newspaper published in Nashville, Davidson County, Tennessee, in the issues of 5/08/09, 5/15/09 and 5/22/09 of said newspaper, said sale having been advertised for June 2, 2009, commencing at 12:00 p.m. (twelve o'clock p.m. Noon) at the corner of Fifth and Broadway at the Main Entrance Davidson County Register of Deeds in the Sommet Center, Nashville, Davidson County, Tennessee, at which time and place the same was offered for sale and sold; and

WHEREAS, the highest and best bid of said property was then and there made by First Farmers and Merchants Bank, to-wit; a bid of

$ 58,345.00 for said property, which bid was then and there accepted by the undersigned as Substitute Trustee, that being the highest and best bid offered,

NOW THEREFORE, for the consideration named and for and in consideration of the compliance with the terms of said bid, the undersigned Substitute Trustee has bargained and sold, and does by these presents bargain, sell and convey unto said First Farmers and Merchants Bank, the property advertised and sold as hereinabove recited, being in the County of Davidson, State of Tennessee, and more particularly described as follows:

> Situated in Davidson County, Tennessee, being of Unit 1-B of Lot No. 1 of Weston Way of record in Plat Book 510, Page 89, as amended and known as Weston Way Condominium, Phase II, of record in Book 5800, Page 95, and Book 6370, Page 588, of the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for more complete details of location and description of said lot.
>
> Being the same property conveyed to Carol Cangemi LeBlanc by Warranty Deed recorded in Instrument #20040826-010321.
>
> This property has the street address of 7303 Weston Way, Nashville, Tennessee 37221.
>
> Map & Parcel: 142-10A-2.00CO

TO HAVE AND TO HOLD unto the said First Farmers and Merchants Bank, its successors and assigns, in fee simple forever.

The undersigned Substitute Trustee believes the title hereby conveyed to be good, but warrants same against lawful claims of all persons claiming by, through, and under a conveyance from the undersigned as Substitute Trustee, under the provisions of the above described Deed of Trust, but not further or otherwise. This conveyance is made subject to the lien of any unpaid real property taxes and any prior liens of record. The owner of the

indebtedness conducted a supplemental search of the property records which reflected no Federal or State Tax liens.

Grantee hereunder accepts title to the property and all improvements thereon in an "AS IS – WHERE IS" condition, and without representation or warranty from the undersigned Substitute Trustee as to any matter whatsoever. Grantee accepts title to the property subject to any and all problems or defects including, without limitation, problems arising out of, or in connection with, deterioration of any improvements thereon, violations of any Environmental Laws or Regulations, and potential flood hazards. By accepting this Substitute Trustee's Deed, Grantee agrees to indemnify and hold the Substitute Trustee harmless from any and all costs, expenses, and liability, including without limitation attorney's fees, arising out of, or in connection with, any claims, demands, or actions pertaining to or asserting such problems.

The substitute Trustee has applied the consideration as follows:

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|---|---|
| Certified Mail Fees | $10.64 |
| Recording Appointment of Substitute Trustee | $12.00 |
| Publication Expense | $445.00 |
| Attorney's Fees | $750.00 |
| Credit on Note | |

WITNESS the signature of the undersigned Substitute Trustee, this the 2 day of June, 2009.

L. ROBERT GREFSENG
SUBSTITUTE TRUSTEE

STATE OF TENNESSEE

COUNTY OF MAURY

Personally appeared before me, the undersigned, a Notary Public of said state and county, *L. Robert Grefseng, Substitute Trustee,* the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purpose therein contained.

Witness my hand and seal this 2 day of JUNE, 2009.

NOTARY PUBLIC

REBA B. CASTEEL
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

My Commission Expires MAR. 7, 2011

MY COMMISSION EXPIRES:

3/7/11

PERSON OR AGENCY RESPONSIBLE FOR TAXES: AND NEW OWNER

First Farmers and Merchants Bank
P.O. Box 1148
Columbia, TN 38402

STATE OF TENNESSEE

COUNTY OF MAURY

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $ 59,345.83 which sum is equal to or greater than the amount which the property transferred would command at fair voluntary sale.

SWORN TO AND SUBSCRIBED before me this 2nd day of June, 2009.

Rene L Castell
NOTARY PUBLIC

MY COMMISSION EXPIRES:

3/7/11

RENE L. CASTEEL
STATE OF TENNESSEE NOTARY PUSLIC
DAVIDSON COUNTY, TENN.
My Commission Expires MAR. 7, 2011