BILL GARRETT, Davidson County
Trans:T20090041759 DEEDTRS
Recvd: 06/23/09 10:12 2 pgs
Fees:13.00 Taxes:482.46

20090623-0058249

DEBORAH A. RAND
STATE OF TENNESSEE NOTARY PUBLIC
WILSON COUNTY
My Commission Expires December 21, 2009

STATE OF TENNESSEE
SUMNER COUNTY

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $130,394.00.

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 22nd DAY OF JUNE, 2009.

Notary Public

MY COMMISSION EXPIRES: 12-21-09
(AFFIX SEAL)

THIS INSTRUMENT PREPARED BY:
Steven G. Waters, PLLC
100 Bluegrass Commons Boulevard, Suite 115, Hendersonville, TN 37075

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
The Farmers Bank	Same as new owner	128-14-0-0-031.00
(NAME) P.O. Box 10	(NAME)	
(ADDRESS) Portland, Tennessee 37148	(ADDRESS)	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by Deed of Trust dated August 16, 2005, of record in Instrument No. 20050823-0100163, Register's Office of Davidson County, Tennessee, SOLUTION HOME BUYERS, INC , conveyed to Oldham & Dunning, LLC, 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, default has been made in the payment of said indebtedness and the performance of said obligations thereby secured to be paid and performed, and the holder of said Note and Deed of Trust requested the undersigned to advertise and sell said property under the terms and provisions of said Deed of Trust; and

WHEREAS, the lawful owner and holder of said indebtedness having appointed the undersigned, STEVEN G. WATERS, PLLC, as Substitute Trustee by written instrument of record in Instrument No. 20090521-0047050, Register's Office of Davidson County, Tennessee; and,

WHEREAS, the property was advertised for sale in conformity with the laws of Tennessee and the terms and provisions of said Deed of Trust on May 29, 2009, June 5, 2009, and June 12, 2009, in The Tennesseean, by which advertisement, the sale was held on June 22, 2009, at the Davidson County Courthouse, South main door, One Public Square, 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 the THE FARMERS BANK (hereinafter referred to as "Grantee") for the sum of $130,394.00; and

WHEREAS, the purchaser has complied with the terms of sale by paying into the hands of the undersigned Trustee the expenses of the sale, the balance of the purchase price being credited on the indebtedness secured by said Deed of Trust;

NOW, THEREFORE, in consideration of the premises and the payment by Grantee, the said sum of money, receipt of which payment is hereby acknowledged, the undersigned STEVEN G. WATERS, PLLC, as Substitute Trustee, does hereby grant, bargain, sell and convey unto THE FARMERS BANK, its successors and assigns, in fee simple forever, the following described real property situated in the County of Davidson, State of Tennessee:

Being Lot No. 102 on the Plan of Harpeth Park, Section 2, of record in Plat Book 3700, Page 58, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete legal description.

Being the same property conveyed to Solution Home Buyers, Inc. by deed from D. Leniger, Trustee, Cross Timbers Trust of record in Instrument No. 20050815-0096509, Register's Office for Davidson County, Tennessee.

Subject to any unpaid taxes, prior liens, easements and restrictions. Grantee shall be responsible for payment of all back taxes and rollback taxes, if any. This property is sold "as is, where is" with no warranties, express or implied, as to the condition of the property or the suitability of the property for any particular purpose.

TO HAVE AND TO HOLD the property described above, together with the privileges, appurtenances, and hereditaments thereunto belonging or in any way appertaining unto the said The Farmers Bank, its successors and assigns, forever, to whom the said, Steven G. Waters, PLLC, Substitute Trustee, warrants the title to the aforesaid property against the lawful claims and demands of all persons claiming by, through or under him, but not further nor otherwise. The Substitute Trustee expressly disclaims any warranties concerning any matters that an accurate survey of the premises might disclose, including boundaries, amount of acreage, rights of parties in possession, encroachments, and easements, as well as any other matters not expressly provided herein.

IN WITNESS WHEREOF, the said Steven G. Waters, PLLC, Substitute Trustee, has hereunto set his hand on June 22, 2009.

Steven G. Waters, PLLC, Substitute Trustee
By: SGW ch.mgr.
Steven G. Waters, Chief Manager

STATE OF TENNESSEE
COUNTY OF SUMNER

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Steven G. Waters, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon his oath acknowledged himself to be the Chief Manager of Steven G. Waters, PLLC, the within named bargainor, a limited liability company, and that he as such Chief Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by the said Steven G. Waters as such Chief Manager.

Witness my hand and official seal at office at Hendersonville, Tennessee, on this the 22nd day of June, 2009.

Deborah A. Rand
Notary Public

My Commission Expires:
12-21-09

