37306

Davidson County	DEEDTRS
Recvd: 08/05/09 12:26	4 pgs
Fees:23.00 Taxes:847.30	
20090805-0073457	

Prepared By and Returnable to:
Bone McAllester Norton PLLC (th)
511 Union Street, Suite 1600
Nashville City Center
Nashville, Tennessee 37219

Address New Owner(s):	Send Tax Bills To:	Map & Parcel No.:
Mark R. Gwyn **747 River Landing Way** **Old Hickory, TN 37138**	~~New Owner~~ Bank of America NA 801 Crescent Drive Franklin, TN 37067	**043040-A-024.00.CO** STE 510

TRUSTEE'S DEED

WHEREAS, default was made in the terms, conditions, and payments provided for and made in a Deed of Trust dated April 9, 2007, executed by T.F. Homes, LLC, to James M. McGrew, Jr. and Judith L. Hanson, Trustees, of record in Instrument No. 20070409-0041419, Register's Office for Davidson County; and

WHEREAS, First Tennessee Bank National Association, the owner and holder of the Indebtedness secured by said Deed of Trust replaced said Trustee by naming Sam J. McAllester III, David M. Anthony, and Gregory G. Vick, as Substitute Trustees by an instrument of record in Instrument No. 20090608-0052808, Register's Office for Davidson County, Tennessee, and authorized any one of the Substitute Trustee's to act alone or by a Designated Agent with the powers, given the Trustee in said Deed of Trust; and

WHEREAS, Sam J. McAllester, III, in his capacity as Substitute Trustee, and not Individually ("Substitute Trustee") caused to be published a Foreclosure Sale Notice in accordance with the provisions of said Deed of Trust, providing notice and advertising that said property would be sold at 10:30 o'clock a.m., prevailing time on Monday, July 13, 2009 at the entrance to the office of the Davidson County Register of Deeds, Sommet Center, 501 Broadway, Nashville, Davidson County, Tennessee, to be knocked off and sold to the highest, best, and last bidder for cash, pursuant to the terms and conditions of the Deed of Trust and the Foreclosure Sale Notice; and

WHEREAS, Sam J. McAllester, III, Substitute Trustee personally appeared (or appeared by Designated Agent) and offered said property for sale at public outcry and the highest, best, and last bid received was the sum Two Hundred Twenty Nine Thousand and 00/100 Dollars ($229,000.00) by Mark R. Gwyn (hereinafter referred to as the "Buyer") and said property was knocked off and sold to the Buyer.

NOW, THEREFORE, in consideration of the premises and sum of Two Hundred Twenty Nine Thousand and 00/100 Dollars ($229,000.00) cash in hand paid by the Buyer, Mark R. Gwyn, Substitute Trustee, has this day bargained and sold and, by the premises, does transfer and convey to Buyer, his heirs and representatives the title and interest that Substitute Trustee

has the right to sell and convey under the Deed of Trust in a certain tract or parcel of land situated in Davidson County, Tennessee, and described as follows:

> Land in Davidson County, Tennessee, being Lot No. 24 on the First Revision, Final Plat of River Landing, Section 1, Phase 1, (formerly known as Windstar Estates, Section 1, Phase 1) of record in Instrument No. 20060918-0115492, said Register's Office for said County, to which reference is made for a more complete description.
>
> Being the same property conveyed to T.F. Homes, LLC by deed of record in Instrument No. 20070409-0041418, Register's Office for Davidson County, Tennessee.

This is improved property known as 747 River Landing Way, Old Hickory, Davidson County, Tennessee, but such address is not part of the legal description of the property. In the event of any discrepancy, the legal description herein shall control. The Legal Description is drawn from recorded documents or provided by third parties, and the Substitute Trustee makes no warranty or representation regarding the accuracy of the Legal Description.

To have and to hold the said tract or parcel of land with the appurtenances, estate, title and interest thereto belonging to the Buyer, his heirs and assigns forever.

The Substitute Trustee covenants with the said Buyer that he is lawfully seized and possessed of said real property as Substitute Trustee only and, by the terms of the above-mentioned Deed of Trust, in his capacity as Substitute Trustee, has a good right to sell and convey the same subject to all matters shown on any applicable recorded Plat or Plan; any unpaid taxes which exist as a lien against said property; any restrictive covenants, easements, or setback lines that may be applicable; any statutory rights of redemption not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal; and any Deeds of Trust, liens, claims, and encumbrances that may take priority over the Deed of Trust. This sale is also subject to any matter that inspection and/or an accurate survey of the premises might disclose.

The Substitute Trustee, and not Individually, further covenants and binds himself/his successors and assigns, to warrant and forever defend the title to said real estate to the Buyer, his heirs and representatives, against the lawful claims of any person claiming by or through him as Substitute Trustee, but no further or otherwise, it being the intention of the Substitute Trustee only to convey to Buyer no greater title in the subject real estate than he received as Substitute Trustee and that, as Substitute Trustee, he has the right to sell and convey.

THIS PROPERTY IS SOLD "AS IS," "WHERE IS" AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, THE PROPERTY IS SOLD WITHOUT ANY IMPLIED WARRANTIES OR MERCHANTABILITY, CONDITION, OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

Substitute Trustee makes no covenant of seisin, marketability of title, or warranty of title, express or implied. Substitute Trustee sells and conveys the subject real property by this Trustee's Deed as Substitute Trustee only, and not individually.

WITNESS my hand this 31st day of July, 2009.

Sam J. McAllester, III,
Substitute Trustee, and not Individually

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Tracy Stoughton, a Notary Public of this county, Sam J. McAllester, III, Substitute Trustee and not Individually, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that s/he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office this 31st day of July, 2009.

NOTARY PUBLIC

TRACY LYNN STOUGHTON STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires: My Commission Expires MAY 6, 2013

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $229,000.00.

AFFIANT

Subscribed and sworn before me on this 31st day of July, 2009.

NOTARY PUBLIC

TRACY LYNN STOUGHTON STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires: My Commission Expires MAY 6, 2013

I, Philip Ellis, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Signature

State of Tennessee

County of Rutherford

Personally appeared before me, Lori Holloway, a notary public for this county and state, Philip Ellis who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

MY COMMISSION EXPIRES: 9-16-2011

Notary's Seal (If on paper)

LORI HOLLOWAY
STATE OF TENNESSEE
NOTARY PUBLIC
RUTHERFORD COUNTY