Prepared by:
Rubin Lublin LLC
One Park Place, Suite 380
6148 Lee Highway
Chattanooga, TN 37421
SNT-08-05894-2

BILL GARRETT, Davidson County
Trans:T20090064302 DEEDTRS
Recvd: 09/21/09 11:26 3 pgs
Fees:17.00 Taxes:0.00
20090921-0087678

| ADDRESSES NEW OWNER(S) AS FOLLOWS | SEND TAX BILLS TO: | MAP PARCEL NUMBER |
|---|---|---|
| Federal Home Loan Mortgage Corporation | Federal Home Loan Mortgage Corporation | 053-09-051.00 |
| 2300 Windy Ridge Parkway , Suite 200 North Tower | 2300 Windy Ridge Parkway , Suite 200 North Tower | |
| Atlanta, Georgia 30339 | Atlanta, Georgia 30339 | |

# SUCCESSOR TRUSTEE'S DEED

This instrument made and entered into on August 27, 2009, by Everett L. Hixson, Jr., Successor Trustee ("Successor Trustee").

WHEREAS, by that certain Deed of Trust dated July 6, 2001 and recorded on July 12, 2001 in **Instrument Number 20010712-0074157**, Register's Office for Davidson County, Tennessee (the "Deed of Trust"), **M. C. Holland, Jr.** ("Borrower") conveyed to T. Michael Logan, Williamson County, TN., Trustee, certain real property as described below (the "Property") to secure the payment of a certain indebtedness described in the Deed of Trust including, without limitation, that evidenced by a certain promissory note executed on July 6, 2001 (the "Note"), which obligation is presently held and owned by SunTrust Mortgage Inc.; and

WHEREAS, demand was made for the payment of the Note secured by the Deed of Trust referenced above, the payment of which was in default, and the obligation secured by the Deed of Trust referenced above was declared due and payable as provided in the Note and Deed of Trust, but the obligation was not paid; and

WHEREAS, Lender, the owner and holder of the Note evidenced by the Deed of Trust, demanded that the Property be advertised and sold in accordance with the terms of the Deed of Trust; and

WHEREAS, the undersigned, Everett L. Hixson, Jr., was duly appointed as Successor Trustee in the place and stead of T. Michael Logan, Williamson County, TN., said appointment being set forth in **Instrument Number 20090731-0071600** said Register's Office; and

WHEREAS, the Successor Trustee caused notice to be published as provided in the Deed of Trust and Note in the Nashville Record that the Property would be sold on August 27, 2009, at 11:00 AM at the door of the Davidson County Courthouse, Nashville Tennessee, such advertisement appearing in said newspaper on **July 31, 2009, August 7, 2009, and August 14, 2009**, a copy of such notice sent to Borrower, the current owner of the Property, and all other parties who appeared to have any interest in the Property reflected in the records of the Register's Office of Davidson County, Nashville Tennessee, and following such notice the default was not cured; and

WHEREAS, the Successor Trustee at the time, place and date specified in said notices offered the Property for sale, and after opening the floor for competitive bids, sold said Property to SunTrust Mortgage Inc. at the price of **One Hundred Four Thousand Five Hundred Twenty Five and 23/100 Dollars ($104,525.23)**, this being the highest, last and best bid; and

WHEREAS, SunTrust Mortgage Inc.; as successful purchaser at said sale, transferred and assigned its bid to Federal Home Loan Mortgage Corporation.

NOW, THEREFORE, I, Everett L. Hixson, Jr., Successor Trustee as aforesaid, in consideration of the premises and the sum of **One Hundred Four Thousand Five Hundred Twenty Five and 23/100 Dollars ($104,525.23)** to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto Federal Home Loan Mortgage Corporation ("Grantee"), its successors and assigns, all of my right, title and interest in and to the Property, including without limitation, the following described real estate and improvements located thereon, but no further or otherwise, located in Davidson County, Tennessee, and more particularly described as follows, to wit:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 19 ON THE PLAN OF NEELEY`S BEND SUBDIVISION, SECTION TWO, AS OF RECORD IN BOOK 5190, PAGE 178, REGISTERS OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

BEING THE SAME PROPERTY CONVEYED TO M. C. HOLLAND, JR., AND WIFE, MYRTLE E. HOLLAND, BY DEED FROM MELVIN SIRCAR AND WIFE, KALPONA SIRCAR, AS OF RECORD IN BOOK 7892, PAGE 530, REGISTER`S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, SAID PARTIES HAVING SINCE DIVORCED AND MYRTLE E. HOLLAND HAVING QUITCLAIMED HER INTEREST IN THE PROPERTY TO M. C. HOLLAND, JR., BY QUITCLAIM DEED FILED AS INSTRUMENT NO. 20010712-0074156, REGISTER`S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

PROPERTY ADDRESS: 1512 East Cedar Lane, Madison, TN 37115.

This entity is tax exempt.

**Borrower's source of title is that certain Quit Claim Deed dated 07/06/2001 from Myrtle Marie Evans-Holland to M. C. Holland, Jr. of record on 07/12/2001 in Instrument Number 20010712 - 0074156 in said Register's Office.**

To have and to hold the aforesaid real estate, together with all improvements thereon, free from any equity of redemption, statutory right of redemption, spouse's elective share, homestead, dower, courtesy and all other exemptions, as provided in, but only to the extent provided in, said Deed of Trust.

Said sale will be subject to **(1)** any and all unpaid ad valorem taxes (plus penalty and interest, if any) that may be a lien upon the Property; **(2)** any and all liens, defects, encumbrances, adverse claims, and other matters which take priority over the Deed of Trust upon which this foreclosure sale is had; **(3)** any statutory rights of redemption not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal, which might not have been waived by such governmental agency; **(4)** applicable covenants, restrictions, building setbacks, easements, and to all conditions as shown with respect to the aforementioned Property in the Register`s Office of Davidson County, Tennessee; **(5)** any governmental zoning and subdivision ordinances or regulations in effect thereon; **(6)** the accuracy of the Index Book of the said Register`s Office; and **(7)** any other matters which an accurate survey of the Property might disclose.

The Property is conveyed AS IS WHERE IS, without representations or warranties of any kind whatsoever, whether express or implied. Without limiting the foregoing, THE PROPERTY IS

SOLD WITHOUT ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

WITNESS the signature of the Successor Trustee on the day and date first above written.

Everett L. Hixson, Jr.
Successor Trustee

STATE OF TENNESSEE )
COUNTY OF HAMILTON

Before me, of the state and county aforesaid, personally appeared Everett L. Hixson, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged he executed the foregoing instrument for the purpose therein contained.

WITNESS my hand and seal at office in Chattanooga, Tennessee this 27th day of August, 2009.

Carol G. Hixson
Notary Public

CAROL G. HIXSON
STATE OF TENNESSEE NOTARY PUBLIC
HAMILTON COUNTY

My commission expires:

April 18, 2012

STATE OF TENNESSEE )
COUNTY OF HAMILTON )

The actual consideration or value, whichever is greater, for this transfer is **$104,525.23**.

Affiant

Sworn to and subscribed
before me this 27th day of August, 2009.

Carol G. Hixson
Notary Public

CAROL G. HIXSON
STATE OF TENNESSEE NOTARY PUBLIC
HAMILTON COUNTY

My commission expires:

April 18, 2012