Prepared by:
Rubin Lublin, LLC
One Park Place, Suite 380
6148 Lee Highway
Chattanooga, TN 37421
BAC-09-31619-2

BILL GARRETT, Davidson County
Trans: T20090075239 DEEDTRS
Recvd: 11/04/09 09:48 3 pgs
Fees: 18.00 Taxes: 201.28
20091104-0101851

ADDRESSES NEW OWNER(S) AS FOLLOWS	SEND TAX BILLS TO:	MAP PARCEL NUMBER
Deutsche Bank National Trust Company As Trustee On Behalf Of Morgan Stanley ABS Capital I Inc. Trust 2006-HE5, Mortgage Pass-Through Certificates, Series 2006-HE5	Deutsche Bank National Trust Company As Trustee On Behalf Of Morgan Stanley ABS Capital I Inc. Trust 2006-HE5, Mortgage Pass-Through Certificates, Series 2006-HE5	**150-07-0263.00**
1800 Tapo Canyon Road Simi Valley, California 93063	1800 Tapo Canyon Road Simi Valley, California 93063	

SUCCESSOR TRUSTEE'S DEED

This instrument made and entered into on October 15, 2009, by Everett L. Hixson, Jr., Successor Trustee ("Successor Trustee").

WHEREAS, by that certain Deed of Trust dated March 27, 2006 and recorded on April 6, 2006 in **Instrument No. 20060406-0039663**, Register's Office for Davidson County, Tennessee (the "Deed of Trust"), **Teresa Dawn Mitchell** ("Borrower") conveyed to American Title Company Inc., 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 March 27, 2006 (the "Note"), which obligation is presently held and owned by Deutsche Bank National Trust Company As Trustee On Behalf Of Morgan Stanley ABS Capital I Inc. Trust 2006-HE5, Mortgage Pass-Through Certificates, Series 2006-HE5; 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 American Title Company Inc., said appointment being set forth in **Instrument No. 20090925-0089293** 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 October 15, 2009, at 11:00 AM at the door of the Davidson County Courthouse, Nashville Tennessee, such advertisement appearing in said newspaper on **September 18, 2009, September 25, 2009, and October 2, 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

Deutsche Bank National Trust Company As Trustee On Behalf Of Morgan Stanley ABS Capital I Inc. Trust 2006-HE5, Mortgage Pass-Through Certificates, Series 2006-HE5 at the price of **Fifty Four Thousand Four Hundred and 00/100 dollars ($54,400.00)**, this being the highest, last and best bid.

NOW, THEREFORE, I, Everett L. Hixson, Jr., Successor Trustee as aforesaid, in consideration of the premises and the sum of **Fifty Four Thousand Four Hundred and 00/100 dollars ($54,400.00)** to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto Deutsche Bank National Trust Company As Trustee On Behalf Of Morgan Stanley ABS Capital I Inc. Trust 2006-HE5, Mortgage Pass-Through Certificates, Series 2006-HE5 ("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:

LOT 53A, ZONE LOT DIVISION, LOTS 53 AND 54, LAKESHORE WOODS, SECTION 2, AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 6250, PAGE 483, IN THE REGISTER`S OFFICE, DAVIDSON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION OF SAID PROPERTY.

BEING THE SAME PROPERTY CONVEYED FROM PRIORITY TRUSTEE SERVICES OF TN, L.L.C., AS SUBSTITUTE TRUSTEE, TO WELLS FARGO BANK MINNESOTA, NATIONAL ASSOCIATION, AS TRUSTEE FOR FIRST FRANKLIN MORTGAGE LOAN TRUST 2002-FF1 ASSET-BACKED CERTIFICATEDS, SERIES 2002-FF1, BY DEED RECORDED IN BOOK/PAGE OR INSTRUMENT NO. 200406210072930.

Property Address: 3322 Oak Trees Court, Antioch, TN 37013.

Borrower's source of title is that certain Special Warranty Deed dated 04/14/2005 from Wells Fargo Bank Minnesota, National Association, as trustee for First Franklin Mortgage Loan Trust 2002-FF1 Asset-Backed Certificates, Series 2002-FF1 to Teresa Dawn Mitchell of record on 04/14/2005 in Instrument No. 20050427-0046707 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 15th day of October, 2009.

Carol G. Hixson
Notary Public

CAROL G. HIXSON
STATE OF TENNESSEE NOTARY PUBLIC
HAMILTON COUNTY

My commission expires:

4-18-12

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

The actual consideration or value, whichever is greater, for this transfer is **$54,400.00**.

Affiant

Sworn to and subscribed
before me this 15th day of October, 2009.

Carol G. Hixson
Notary Public

CAROL G. HIXSON
STATE OF TENNESSEE NOTARY PUBLIC
HAMILTON COUNTY

My commission expires:

4-18-12