BILL GARRETT, Davidson County
Trans:T20090080241 DEEDTRS
Recvd: 11/25/09 14:05 3 pgs
Fees:18.00 Taxes:314.50
20091125-0108619

This Instrument Prepared By:
Jonathan R. Vinson, Attorney
P.O. Box 686
Clarksville, TN 37041-0686

# FORECLOSURE DEED

JONATHAN R. VINSON, TRUSTEE
to
F&M REAL ESTATE TRANSFER CORPORATION

| | |
|---|---|
| Name of New Owner and Address of Property: | F&M Real Estate Transfer Corporation<br>909 N. Graycroft<br>Madison, Tennessee 37115<br>M/P 042 03 0 040.00 |
| Name/Address of Entity Responsible for Property Taxes: | F&M Real Estate Transfer Corporation<br>50 Franklin Street<br>Clarksville, Tennessee 37040 |

On July 31, 2008, by Deed of Trust placed of record on September 3, 2008 at 11:44 a.m., in Instrument No. 20080903-0090185, in the office of the Register of Deeds for Davidson County, Tennessee, as modified in the Modification Agreement dated February 23, 2009 placed of record on February 27, 2009 at 9:18 a.m. in Instrument No. 20090227-0017188, in the office of the Register of Deeds for Davidson, Tennessee (the "Deed of Trust"), Oakwood Property Management, LLC (the "Mortgagor") conveyed to Jonathan R. Vinson, Trustee, (the "Trustee") the hereinafter described real estate, to secure the payment of a promissory note as described therein (the "Note"), payable to the order of F & M Bank, f/k/a Farmers and Merchants Bank (the "Holder"):

The Deed of Trust provided that in the event of default in the payment of the Note, when due, then the entire balance of the Note shall, at the option of the Holder, become due and payable immediately; and,

Default having been made and continued in the payment of the Note, the Holder of the Note, has declared the entire balance of the Note due and payable as provided in the Deed of Trust. The Holder, in accordance with the terms and conditions of the Deed of Trust, has instructed the Trustee to foreclose the lien of the Deed of Trust.

The undersigned, did advertise by notice in The Tennessean, a newspaper of general circulation in Davidson County, Tennessee, with notices published on October 20, 2009, October 27, 2009, and November 3, 2009, that said sale would be held on Tuesday, November 10, 2009 at 11:00 a.m., prevailing time, at the front door of the Davidson County Register of Deeds, 501 Broadway, Nashville, Tennessee; and,

The sale was held according to the terms, conditions and provisions of the notice as given, and F&M Real Estate Transfer Corporation, the Grantee and hereafter called the "Grantee", was the highest and best bidder for cash, bidding the sum of Eighty Five Thousand and 00/100 Dollars ($85,000.00).

NOW THEREFORE, the undersigned as Grantor and hereafter called the "Grantor", does hereby bargain, sell, transfer and convey unto the Grantee, F&M Real Estate Transfer Corporation, the Grantee's successors and assigns forever, the following described real estate situated in Davidson County, Tennessee, to-wit:

> Being Lot No 44 on the Plan of Primrose Acres, as shown on plat of record in Plat Book 2663, page 106 and 107, Register's Office for Davidson County, Tennessee, to which further reference made for a more complete description of said property; and
>
> BEING the same property conveyed to William S. Green and Kimberly G. Green by Deed dated October 30, 1995 and recorded on November 6, 1995 in Book 9851, Page 610 of the Register's Office of Davidson County, Tennessee; and
>
> THEREAFTER, being the same property conveyed to Citimortgage, Inc., by Substitute Trustee's Deed dated May 12, 2008 and recorded on May 16, 2008 in Inst. No. 200805160050365 of the Register's Office of Davidson County, Tennessee. According to the Assessor of Property for Davidson county, Tennessee, the property is improved and is identified as parcel id 042 03 0 040.00.

The undersigned, Trustee, hereby assigns and transfers to the Grantee, the Grantee's successors and assigns forever all the covenants and warranties set out in the Deed of Trust, subject, however, to: (1) all accrued taxes; (2) Building setback lines, utility and drainage easements, and all other matters shown on the recorded plat of record in Plat Book 2663, Page 106 & 107, in the RODCT; (3) all matters on a recorded plan, restrictive covenants, easements, or setback lines that may be applicable; (4) any prior liens or encumbrances as well as any priority created by a fixture filing; and, (5) any matter that an accurate survey of the property would show.

THE WARRANTIES made herein by the Grantor are made in the Grantor's representative capacity and not otherwise.

IN WITNESS WHEREOF, the Grantor has hereunto affixed the Grantor's signature on this the 19th day of November, 2009.

**GRANTOR:**

**JONATHAN R. VINSON, Trustee**

By: _____
JONATHAN R. VINSON,
Trustee

STATE OF TENNESSEE )
COUNTY OF MONTGOMERY )

Personally appeared before me, the undersigned a Notary Public in and for said State and County, JONATHAN R. VINSON, 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 foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, this the 19th day of November, 2009.

Rachel S Vinson
Notary Public

My Commission Expires: 5-14-2013

RACHEL S. VINSON
STATE OF TENNESSEE NOTARY PUBLIC
MONTGOMERY COUNTY
Seal

STATE OF TENNESSEE )
COUNTY OF MONTGOMERY )

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is $85,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this the 19th day of November, 2009.

Rachel S Vinson
Notary Public

My Commission Expires: 5-14-2013

RACHEL S. VINSON
STATE OF TENNESSEE NOTARY PUBLIC
MONTGOMERY COUNTY
Seal