BILL GARRETT, Davidson County
Trans:T20100001372 DEEDTRS
Recvd: 01/07/10 13:18 2 pgs
Fees:12.00 Taxes:0.00
20100107-0001610

This instrument prepared by
Allen J. Ware, Jr., Atty.
603 W. Main Avenue, Suite 1004
Knoxville, TN 37902

TRUSTEE'S DEED

THIS INDENTURE made and entered into on this the 2nd day of December, 2009, by and between **Allen J. Ware, Jr., Substitute Trustee, First Party, and Federal Home Loan Mortgage Corporation, his successors and assigns, Second Party**.

WITNESSETH

WHEREAS, by Deed of Trust dated November 7, 2007 and recorded in Instrument No. 200802190016227, in the Register's Office of Davidson County, Tennessee, Michael J. Walker and Cynthia D. Walker, husband and wife, conveyed to Jason K. West, Trustee, for Prime Trust Bank, the hereinafter described property to secure a promissory note in the original principal sum of Two Hundred Thirty Eight Thousand Eight Hundred Dollars and 00/00 ($238,800.00), and

WHEREAS, Branch Banking and Trust Company, the owner and holder of the indebtedness due therein, has appointed Allen J. Ware, Jr. as Substitute Trustee, which Appointment of Substitute Trustee is dated November 13, 2008, and is of record in Instrument No. 20081205-011811, in the Register's Office of Davidson County, Tennessee, and

WHEREAS, default was made in the payment of said principal note and the holder thereof has directed First Party to advertise and sell said property in satisfaction of said indebtedness and the costs of foreclosure, in accordance with the terms and provisions of the said promissory note and the Deed of Trust, and

WHEREAS, First Party did advertise said property for sale in accordance with the terms of said Deed of Trust, notice of same and place of said sale being published in The Tennessean, in Davidson County, Tennessee, on September 18, 25 and October 2, 2009, and

WHEREAS, pursuant to said notice, First Party did offer said property for sale on the front steps of the Gaylord Entertainment Center, 501 Broadway, Nashville, Tennessee, on Friday, November 13, 2009, at or about 11:00 AM, CT, and did announce a postponement of said foreclosure sale to December 2, 2009 at 11:00 AM., CT, **whereas,** First Party did offer said property for sale on the front steps of the Gaylord Entertainment Center at 501 Broadway, Nashville, Tennessee on Wednesday, December 2, 2009 at 11:00 A.M., CT, and **Branch Banking and Trust Company**, being the highest and best bidders thereof, became the purchaser of said property at and for the sum of Two Hundred Sixty Nine Thousand Sixty Four Dollars and 94/00($269,064.94), and thereafter assigned in writing its said bid to Second Party, and said sum of said bid having been paid, the receipt of which is hereby acknowledged.

NOW, THEREFORE, for and in consideration of the premises First Party has this day bargained and sold and does hereby transfer and convey unto Second Party, the said **Federal Home Loan Mortgage Corporation, its successors and assigns**, the following described real estate in Davidson County, Tennessee, to wit:

BEING Lot No. 5 on the Plan of Harpeth Crest, Phase 2, as of record in Instrument No. 20020403-0040556, in Register's Office for Davidson County, Tennessee, to which said plan reference is hereby made for a more complete and accurate legal description thereof.

THIS CONVEYANCE is subject to any and all setback lines, easements, covenants and zoning regulations as recorded in said Register's office of Davidson County, Tennessee.

BEING the same property conveyed to Michael J. Walker and wife Cynthia D. Walker by Warranty Deed dated November 7, 2007 and recorded in Instrument No. 20080219-0016226, in Register's Office, Davidson County, Tennessee.

(a/k/a 1048 Morton mill Road, Nashville, TN 37221-2411)

TO HAVE AND TO HOLD the aforesaid real estate unto said **Federal Home Loan Mortgage Corporation, its successors and assigns, Second Party**, forever, and in bar of all homestead, equities of redemption, statutory right of redemption, and all other rights or exemptions of every kind.

And I, Allen J. Ware, Jr., Substitute Trustee, do further covenant and bind myself, my successors and representatives, to warrant and defend the title to said land only as to such title coming through or by me to the said Second Party, his successors and assigns, against the lawful claims of all persons whomsoever.

ALLEN J. WARE, JR., SUBSTITUTE TRUSTEE
First Party

STATE OF TENNESSEE
COUNTY OF KNOX

Personally appeared before me, Kim Bofill, a Notary Public in and for said County and State, the within named Allen J. Ware, Jr., Substitute Trustee, the bargainer, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at the office in Knoxville, Tennessee, this 4th day of January 2010.

NOTARY PUBLIC

My commission expires: 2/5/2013

Tax ID# 141-12-OE-012.00CO
New Owner and Responsible Taxpayer:
Federal Home Loan Mortgage Corporation
c/o Branch Banking & Trust Co.
P. O. Box 2027
Greenville, SC 29602-2027

I hereby swear or affirm that the actual consideration or true value of this transfer, whichever is greater, is $ -0- , Affiant Allen J. Ware.

Subscribed and sworn to before me this 4th day of Jan., 2010.

Notary Public