Prepared by:
Rubin Lublin, LLC
One Park Place, Suite 380
6148 Lee Highway
Chattanooga, TN 37421
BAC-09-34720-1

BILL GARRETT, Davidson County
Trans:T20100002970 DEEDTRS
Recvd: 01/15/10 09:54 4 pgs
Fees:22.00 Taxes:0.00
20100115-0003755

ADDRESSES NEW OWNER(S) AS FOLLOWS	SEND TAX BILLS TO:	MAP PARCEL NUMBER
Federal Home Loan Mortgage Corporation	Federal Home Loan Mortgage Corporation	14211014000
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 December 17, 2009, by Everett L. Hixson, Jr., Successor Trustee ("Successor Trustee").

WHEREAS, by that certain Deed of Trust dated June 12, 2003 and recorded on July 3, 2003 in **Instrument Number 20030703-0092441**, Register's Office for Davidson County, Tennessee (the "Deed of Trust"), **Nancy C. Capps** ("Borrower") conveyed to Peter C. Ensign, Attorney at Law, 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 June 12, 2003 (the "Note"), which obligation is presently held and owned by BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing LP; 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 Peter C. Ensign, Attorney at Law, said appointment being set forth in **Instrument Number 20091201-0109848** 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 Tennessee Tribune that the Property would be sold on December 17, 2009, at 11:00 AM at the door of the Davidson County Courthouse, Nashville Tennessee, such advertisement appearing in said newspaper on **November 19, 2009, November 26, 2009, and December 3, 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 BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing LP at the price of **One Hundred Thirty Three Thousand One Hundred Ninety four and 53/100 dollars ($133,194.53)**, this being the highest, last and best bid; and

WHEREAS, BAC Home Loans Servicing LP, f/k/a Countrywide Home Loans Servicing LP, 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 Thirty Three Thousand One Hundred Ninety four and 53/100 dollars ($133,194.53)** 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:

BEING LOT NO. 8, VALLEY WEST, SECTION 5, AS OF RECORD IN BOOK 4175, PAGE 64, AS CORRECTED IN BOOK 4485, PAGE 36, REGISTER`S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH PLAN REFERENCE IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION.

BEING THE SAME PROPERTY CONVEYED TO GRANDVILLE LEE PRATER BY WARRANTY DEED FROM NED J.D`ASARO AND WIFE, MARILYN D`ASARO OF RECORD IN BOOK 10891, PAGE 749, REGISTER`S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. PURSUANT TO AFFIDAVIT OF HEIRSHIP TO REAL PROPERTY OF RECORD AS INSTRUMENT NUMBER 20010130-0009228, THE SAID GRANDVILLE L. PRATER DIED INTESTATE LEAVING THE SUBJECT REAL PROPERTY TO THOMAS L. PRATER, SON, AND NANCY C. CAPPS, DAUGHTER AS TENANTS IN COMMON. THE SAID THOMAS L. PRATER FURTHER CONVEYED THE SUBJECT PROPERTY TO NANCY C. CAPPS BY QUITCLAIM DEED, OF RECORD AS INSTRUMENT NUMBER 20010131-0009628, SAID REGISTER`S OFFICE.

Property Address: 7124 Birch Bark Drive, Nashville, TN 37221.

This Entity is Tax Exempt.

Borrower's source of title is that certain QuitClaim Deed dated 01/23/2001 from Thomas L. Prater to Nancy C. Capps of record on 01/31/2001 in Instrument Number 20010131-0009628 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 17th day of December, 2009.

Carol G. Hixson
Notary Public

My commission expires:

4-18-12

CAROL G. HIXSON
STATE OF TENNESSEE NOTARY PUBLIC
HAMILTON COUNTY

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

The actual consideration or value, whichever is greater, for this transfer is **$133,194.53.**

Affiant

Sworn to and subscribed
before me this 17th day of December, 2009.

Carol G. Hixson
Notary Public

CAROL G. HIXSON
STATE OF TENNESSEE NOTARY PUBLIC
HAMILTON COUNTY

My commission expires:

4-18-12