Prepared by:
Rubin Lublin Suarez Serrano, LLC
One Park Place, Suite 380
6148 Lee Highway
Chattanooga, TN 37421
SNT-09-31371-1

| ADDRESSES NEW OWNER(S) AS FOLLOWS | SEND TAX BILLS TO: | MAP PARCEL NUMBER |
|---|---|---|
| (NAME) Secretary of Housing and Urban Development, its Successors and Assigns c/o Pyramid Real Estate | (NAME) Secretary of Housing and Urban Development, its Successors and Assigns c/o Pyramid Real Estate | 135120E02800C0 |
| (STREET ADDRESS OR ROUTE NUMBER) 616 Marriott Drive, Suite 300 | 616 Marriott Drive, Suite 300 | |
| (CITY) (STATE) (ZIP) Nashville TN 37214 | (CITY) (STATE) (ZIP) Nashville TN 37214 | |

## SUCCESSOR TRUSTEE'S DEED

This instrument made and entered into on September 17, 2009, by Everett L. Hixson, Jr., Successor Trustee ("Successor Trustee").

WHEREAS, by that certain Deed of Trust dated September 14, 2007 and recorded on September 18, 2007 in **Instrument Number 20070918-0111709**, Register's Office for Davidson County, Tennessee (the "Deed of Trust"), **Akhona Fakudze** ("Borrower"), conveyed to Larry A. Weissman, 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 September 14, 2007, (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 Larry A. Weissman, said appointment being set forth in **Instrument Number 20090821-0078818** 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 The Nashville Record that the Property would be sold on September 17, 2009, at 11:00 AM at the door of the Davidson County Courthouse, Nashville Tennessee, such advertisement appearing in said newspaper on **August 21, 2009, August 28, 2009, September 4, 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 Thirty Six Thousand Four Hundred Thirty One and 07/100 dollars ($136,431.07)** this being the highest, last and best bid

BILL GARRETT, Davidson County
Trans:T20100014744 DEEDTRS
Recvd: 03/12/10 09:47 3 pgs
Fees:17.00 Taxes:0.00
20100312-0018932

WHEREAS, Suntrust Mortgage, Inc., as successful purchaser at said sale, transferred and assigned its bid to Secretary of Housing and Urban Development, its successor and assigns.

NOW, THEREFORE, I, Everett L. Hixson, Jr., Successor Trustee as aforesaid, in consideration of the premises and the sum of **One Hundred Thirty Six Thousand Four Hundred Thirty One and 07/100 dollars (136,431.07)** to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto Secretary of Housing and Urban Development, its successors and assigns ("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, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO WIT. BEING UNIT 287, AS SHOWN ON THE PLAN OF PHASE ONE NASHBORO VILLAGE AT FAIRWAY POINTE TRACK 21 OF RECORD IN BOOK 4660, PAGE 159, AS AMENDED IN INSTRUMENT NO. 20031118-0168332 AND NOW INCLUDED IN THE HORIZONTAL PROPERTY REGIME. PRIVATE ELEMENT, NASHBORO-FAIRWAY POINTE, REGISTER`S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH PLAN REFERENCE IS HEREBY MADE FOR A MORE AND COMPLETE AND ACCURATE LEGAL DESCRIPTION.

**Borrower's source of title is that certain Warranty Deed dated 09/14/2007 from Don Tyler Thornton, Don Thornton and Veronica Thornton to Akhona Fakudze of record on 09/18/2007 in Instrument Number 200709180111708 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, spouses 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 September, 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 **$136,431.07**.

Affiant

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

Carol G. Hixson
Notary Public

CAROL G. HIXSON
STATE OF TENNESSEE NOTARY PUBLIC
HAMILTON COUNTY

My commission expires:

4-18-12