BILL GARRETT, Davidson County
Trans:T20100015923 DEEDTRS
Recvd: 03/18/10 13:20 3 pgs
Fees:18.00 Taxes:259.00
20100318-0020407

Prepared By and Return to:

Curtis M. Lincoln
Attorney at Law
115 Hazel Path Drive
Suite #1, Westover Building
Hendersonville, TN 37075
(615) 822-0030

Address New Owner(s):	**Send Tax Bills To:**	**Map & Parcel Nos.:**
Larry Lafferty	**Same as Owner**	**053-12-0 236.00**
PO Box 708		
Madison Tn 37116		

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, default was made in the terms, conditions, and payments provided for and made in a Deed of Trust dated October 10, 2000, executed by **VALERIE BARNES**, to Michael Redford, Trustee, of record as Instrument No. 200010504-0046393, Register's Office for Davidson County; and

WHEREAS, Curtis M. Lincoln , was subsequently substituted as Substitute Trustee and in his capacity as Substitute Trustee, and not Individually ("Trustee"), caused to be published a Foreclosure Sale Notice in accordance with the provisions of said Deed of Trust, providing notice and advertising that said property would be sold at 10:00 o'clock a.m, prevailing time on Monday, February 22, 2010 at the entrance to the office of the Davidson County Courthouse, One Public Square, Nashville, Davidson County, Tennessee, to be knocked off and sold to the highest, best, and last bidder for cash, pursuant to the terms and conditions of the Deed of Trust and the Foreclosure Sale Notice; and

WHEREAS, at the said foreclosure sale date as aforesaid, the foreclosure was continued until March 8, 2010, at 10:00 a.m.; and

WHEREAS, Curtis M. Lincoln, as Substitute Trustee personally appeared (or appeared by Designated Agent) and offered said property for sale at public outcry and the highest, best, and last bid received was the sum of **SEVENTY THOUSAND & NO/100 Dollars ($70,000.00)** by **LARRY LAFFERTY,** (hereinafter referred to as the "Buyer") and said property was knocked off and sold to the Buyer.

NOW, THEREFORE, in consideration of the premises and sum of **SEVENTY THOUSAND & NO/100 Dollars ($70,000.00)** cash in hand paid by the Buyer, **LARRY LAFFERTY**, Substitute Trustee, has this day bargained and sold and, by the premises, does transfer

and convey to Buyer, its/their [heirs and representatives/successors and assigns] the title and interest that Trustee has the right to sell and convey under the Deed of Trust in a certain tractor parcel of land situated in Davidson County, Tennessee, and described as follows:

> LAND in the 12th Council manic District, within the City Limits of Lakewood, Davidson County, TN, being Lot No. 2 on the Plan of The Villas of Locomote, Phase Three, of record in Plat Book 8700, Page 68, Registers' Office for Davidson County, TN, to which reference is hereby made for a more complete and accurate legal description of said lot.
>
> BEING the same property conveyed to VALERIE BARNES by Quitclaim Deed dated October 26, 2000, and executed by ROY O. BARNES and recorded as Instrument No. 20010504-0046392, said Register's Office.
>
> SAID PROPERTY SUBSEQUENTLY conveyed to BRYANT R. MURPHY by Quitclaim Deed dated May 30, 2003, and executed by VALERIE BARNES and recorded as Instrument No. 20030530-0073155, said Register's Office.

The street address of the property is believed to be 35 Lakeshore Court, Old Hickory, Davidson County, Tennessee, but such address is not part of the legal description of the property. In the event of any discrepancy, the legal description herein shall control. The Legal Description is drawn from recorded documents or provided by third parties, and the Trustee makes no warranty or representation regarding the accuracy of the Legal Description.

To have and to hold the said tract or parcel of land with the appurtenances, estate, title and interest thereto belonging to the Buyer, its/their heirs, successors, and assigns forever.

The Trustee covenants with the said Buyer that he/she is lawfully seized and possessed of said real property as Trustee only and, by the terms of the abovementioned Deed of Trust, in his capacity as Trustee, has a good right to sell and convey the same subject to all matters shown on any applicable recorded Plat or Plan; any unpaid taxes which exist as a lien against said property; any restrictive covenants, easements, or setback lines that may be applicable; any statutory rights of redemption not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal; and any Deeds of Trust, liens, claims, and encumbrances that may take priority over the Deed of Trust. This sale is also subject to any matter that inspection and/or an accurate survey of the premises might disclose.

The Trustee, and not Individually, further covenants and binds himself/his successors and assigns, to warrant and forever defend the title to said real estate to the Buyer, its/their [heirs and representatives/successors and assigns], against the lawful claims of any person claiming by or through him as Trustee, but no further or otherwise, it being the intention of the Trustee only to convey to Buyer no greater title in the subject real estate than he received as Trustee and that, as Trustee, he has the right to sell and convey.

> THIS PROPERTY IS SOLD "AS IS," "WHERE IS" AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESS OR IMPLIED. WITHOUT LIMITING

THE FOREGOING, THE PROPERTY IS SOLD WITHOUT ANY IMPLIED WARRANTIES OR MERCHANTABILITY, CONDITION, OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

Trustee makes no covenant of seizin, marketability of title, or warranty of title, express or implied. Trustee sells and conveys the subject real property by this Trustee's Deed as Trustee only, and not individually. References to Trustee and Substitute Trustee are interchangeable.

WITNESS my hand this 17 day of March, 2010.

CURTIS M. LINCOLN
Substitute Trustee and not Individually

STATE OF TENNESSEE)
COUNTY OF SUMNER)

Personally appeared before me, M. V. Brooks, a Notary Public of this county, Curtis M. Lincoln, as Substitute Trustee and not Individually, the within named bargain on, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office this 17 day of March, 2010.

M. V. BROOKS
NOTARY PUBLIC

M. V. BROOKS STATE OF TENNESSEE NOTARY PUBLIC SUMNER COUNTY

My Commission Expires: 05\20\2013

STATE OF TENNESSEE)
COUNTY OF SUMNER)

The actual consideration or value, whichever is greater, for this transfer is $70,000.00.

AFFIANT

Subscribed and sworn before me on this 18 day of March, 2010.

CURTIS M. LINCOLN STATE OF TENNESSEE NOTARY PUBLIC SUMNER COUNTY

Notary Public

My Commission Expires: 2-26-13