03

Realty Title

Prepared by: Glenn Cox, Atty., P.O. Box 1121, Columbia, TN 38402

Person or Agency responsible for payment of taxes:

Ascend Federal Credit Union
550 William Northern Blvd.
PO Box 1210
Tullahoma, TN 37388

New Owner Name and Address:

Ascend Federal Credit Union
550 William Northern Blvd.
PO Box 1210
Tullahoma, TN 37388

BILL GARRETT, Davidson County
Trans:T20100020182 DEEDTRS
Recvd: 04/06/10 15:22 2 pgs
Fees:12.00 Taxes:0.00
20100406-0025863

CORRECTED TRUSTEE'S DEED

GLENN L. COX, SUBSTITUTE TRUSTEE

TO: ASCEND FEDERAL CREDIT UNION

This Trustee's Deed corrects a previously recorded Trustee's Deed of record in the Register's Office of Davidson County, Tennessee, as Instrument No. 20090511-0042744 and recorded on May 11, 2009.

WHEREAS, by Deed of Trust, dated February 16, 2007, of record in the Register's Office of Davidson County, Tennessee, as Instrument No. 20070226-0023832, FRED J. MORALES and wife, CYNTHIA A. MORALES, conveyed to Caren C. Gabriel, Trustee, a certain tract or parcel of land in Nashville, County of Davidson, State of Tennessee. Glenn L. Cox was appointed Substitute Trustee of record in the Register's Office of Davidson County, Tennessee, as Instrument No. 20090219-0014623. The property is described as follows:

> Being Lot No. 503 on the Final Plat of Parkview at Riverwalk, Phase 1, a Cluster Lot Development, as shown by plat appearing of record in Instrument No. 20050215-0016985, Register's Office of Davidson County, Tennessee.
>
> Being the same property conveyed to the Grantors herein by deed of record as Instrument No. 20070226-0023831, Register's Office of Davidson County, Tennessee.
>
> Also known as Map and Parcel No. 126160A43100CO, 1071 RIVERSPRING DRIVE, NASHVILE, TN 37221, AODCT.

WHEREAS, said Deed of Trust was executed to secure the payment of the indebtedness therein described, which indebtedness was represented by a note of even date with such Deed of Trust, payable in monthly installments; and said Note providing that the entire principal sum and accrued interest will become payable without notice in the event of default in the payment of said installments; and

WHEREAS, default was made in the payment of said installments and such default was not made good, and the owner of the indebtedness declared the entire balance of said indebtedness due and payable; and

WHEREAS, demand was made upon me as Substitute Trustee by the owner of the indebtedness to foreclose said Deed of Trust in accordance with the terms and provisions therein contained; and acting pursuant to the power and authority vested in me by said Deed of Trust, I did advertise the sale of said property in the Davidson AM section of *The Tennessean* on March 27, 2009; April 3, 2009; and April 10, 2009, according to the terms and provisions of

said Deed of Trust, and according to law, and did on April 24, 2009, at the Register of Deeds Office, Northwest Entrance, 6th and Broadway, Nashville, Davidson County, Tennessee, offer for sale at public outcry to the highest and best bidder for cash in hand, free from the equity of redemption, homestead and dower, and all other equities, the property hereinabove described, when ASCEND FEDERAL CREDIT UNION became the purchaser of the property for the sum of Two Hundred Nine Thousand Forty-Seven Dollars and 89/100 ($209,047.89) that being the highest, last and best bid.

NOW, THEREFORE, I, the undersigned, as Substitute Trustee, in consideration of the premises, acting pursuant to the power and authority vested in me by the said Deed of Trust, do hereby transfer and convey the property hereinabove described, unto ASCEND FEDERAL CREDIT UNION, its successors or assigns.

TO HAVE AND TO HOLD the said property hereinabove described, together with all the appurtenances belonging to FRED J. MORALES and wife, CYNTHIA A. MORALES, do hereby transfer and assign unto ASCEND FEDERAL CREDIT UNION, its successors and assigns, all the rights, benefits and protection of the covenants and warranties contained in the said Deed of Trust, but as Substitute Trustee only and not otherwise.

The proceeds of the sale, less expenses of the sale, have been applied toward the payment of said indebtedness in compliance with the terms of the Deed of Trust.

WITNESS my hand this the 30th day of March, 2010.

Glenn L. Cox, Substitute Trustee

STATE OF TENNESSEE
COUNTY OF MAURY

Personally appeared before me, a Notary Public in and for said County and State, the above named Glenn L. Cox, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the above instrument for the purposes therein contained.

Witness my hand and seal at office in Columbia, Tennessee, this the 30th day of March, 2010.

NOTARY PUBLIC

VICKIE BROWN
STATE OF TENNESSEE
NOTARY PUBLIC
MAURY COUNTY, TENN.

My Commission Expires:

07/17/2010

GRANTEE IS A FEDERALLY CHARTERED CREDIT UNION AND IS EXEMPT FROM THE PAYMENT OF TRANSFER TAX PURSUANT TO 12 UNITED STATES CODE SECTION 1768.