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:T20100028510 DEEDTRS
Recvd: 05/12/10 09:46 2 pgs
Fees:12.00 Taxes:0.00
20100512-0036430

TRUSTEE'S DEED

GLENN L. COX, SUBSTITUTE TRUSTEE

TO: ASCEND FEDERAL CREDIT UNION

WHEREAS, by Deed of Trust, dated September 28, 2007, of record in the Register's Office of Davidson County, Tennessee, of record as Instrument No. 20071001-0116789, BARBARA GURSKI, a single person, conveyed to Caren C. Gabriel, Trustee, a certain tract or parcel of land in Hermitage, County of Davidson, State of Tennessee. Glenn L. Cox was appointed Substitute Trustee of record in the Register's Office of Davidson County, Tennessee, of record as Instrument No. 20100210-0010440, The property is described as follows:

> Being Lot No. 59 on the Plan of Chapelwood, Section 2, of record in Book 5200, Page 83, Register's Office for Davidson County, Tennessee.
>
> Said Lot No. 59 fronts 37.83 feet on the westerly side of Albee Court and extends back 101.54 feet on the northerly line and 146.97 feet on the southerly line to a dead line in the rear measuring 155 feet thereon.
>
> Being the same property conveyed to Barbara Gurski by deed from Charles B. Rutzky and wife, Melinda A. Rutzky, dated May 27, 2005, and recorded at Instrument No. 20050601-0061498, Register's Office for Davidson County, Tennessee.
>
> Property ID No. 086 10 0 073.00, 117 Albee Court, Hermitage, TN 37076, Assessor's Office Davidson County, Tennessee.

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 12, 2010; March 19, 2010; and March 26, 2010; according to the

terms and provisions of said Deed of Trust, and according to law, and did on April 15, 2010, 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 One Hundred Fifteen Thousand Seven Hundred Seventy-One Dollars and 62/100 ($115,771.62) 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 Barbara Gurski, a single person, 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 4th day of April, 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 16th day of April, 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.