THIS INSTRUMENT PREPARED BY:
Andrew B. Gibson, Jr., Attorney
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401 Church Street, Suite 2220
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Davidson County DEEDTRS
Recvd: 12/03/10 11:59 3 pgs
Fees:18.00 Taxes:83.25
20101203-0096515

# TRUSTEE'S DEED

ADDRESS NEW OWNER AND SEND TAX BILLS TO:
Tony Clouse
134 Hills Hollow Road
Goodlettsville, TN 37072

MAP/PARCEL NUMBERS: Map 70-13, Parcel 23.00

THIS INSTRUMENT made and entered into this 1st day of December, 2010, by and between Andrew B. Gibson, Jr., Trustee, hereinafter referred to as Grantor, and Tony Clouse, hereinafter referred to as Grantee.

**W I T N E S S E T H :**

WHEREAS, on the 1st day of February, 2008, Datonya Patrice Newsome did execute and deliver to Andrew B. Gibson, Jr., Trustee, and his successors in trust, an Installment Deed securing certain indebtedness described therein, to J. D. Stevens, Trustee with full power to mortgage, sell, transfer and convey without joinder of any beneficiary, his heirs, representatives, assigns, and payees and/or subsequent holders which instrument was recorded in the Register's Office for Davidson County, Tennessee, in Instrument No. 20080207-0012941, to which reference is made; and

WHEREAS, the said J. D. Stevens has since died and his residual beneficiaries of his Estate are now the Holder of the indebtedness; and

WHEREAS, the indebtedness secured by said Installment Deed was not paid as agreed, but default was made, and thereupon, at the request of Holder of said indebtedness, the Trustee did commence foreclosure of said property pursuant to the provisions of said Installment Deed; and

WHEREAS, Trustee sent a Notice of The Right To Foreclose to the said Datonya Patrice Newsome on August 17, 2010 as required in TCA Section 35-5-117 and sixty (60)days has past; and

WHEREAS, on Wednesday, December 1, 2010, at 11:00 a.m. on the steps at the front door of the Courthouse in Davidson County, Tennessee, said Trustee offered said real estate for sale, subject to all restrictions of record, all unpaid taxes and any other prior mortgages and liens of record and in bar of the statutory right of redemption set forth in TCA '66-8-101, et. seq., homestead, dower, elective share, rights of appraisement or valuation, and all other rights and exemptions of every kind, all of which were expressly waived and conveyed in the aforesaid Installment Deed and after being cried for a reasonable time, the property was sold to the highest bidder, the same being the Grantee, for the sum of $ 22,500.00 and said sum was applied and credited by the residuary beneficiaries of J. D. Stevens, as directed by said Installment Deed.

NOW, THEREFORE, this deed further witnesseth:

THAT for and in consideration of the said Grantee having credited to the secured indebtedness said sum of $22,500.00, as hereby acknowledged, the Trustee has this day bargained and sold and does hereby sell, transfer and convey unto the said Grantee, their heirs, successors and assigns, forever, the following described tract or parcel of land in Davidson County, State of

Tennessee, described as follows, to-wit:

Land located in Davidson County, Tennessee, being described as follows:

Land in Davidson County Tennessee, being Lot No. 4 on the Map of Resha Heights of record in Book 1424 Page 110, Registers Office for said County.

Said Lot No. 4 fronts 60.0 feet on the northeasterly side of Resha Lane and extends back between lines measuring 169.5 feet on the northwesterly line and 153.9 feet on the southeasterly line to dead line, measuring 62.0 feet thereon.

Being the same property conveyed to Datonya Patrice Newsome by Installment Deed from J. D. Stevens, Trustee with full power to sell, mortgage or otherwise convey without joinder or disclosure of any beneficiary of record in Instrument No. 20080207-0012941 Register's Office for Davidson County, Tennessee.

This conveyance is made subject to all real property taxes that might be outstanding, past due or due, including, but not limited to, the 2009 and 2010 real property taxes.

This is improved property known as 3202 Resha Lane Nashville, TN 37218.

TO HAVE AND TO HOLD the aforesaid real property and any improvements thereon unto the said Grantee, their heirs, successors and assigns, in fee simple, forever, and in bar of all rights of redemption.

AND said Trustee does hereby transfer, assign and set over unto the said Grantee all of the covenants and warranties in the aforesaid Installment Deed and does hereby transfer, sell and convey unto said Grantee every right, title and interest which he as Trustee holds by virtue of the said Installment Deed.

WITNESS the signature of the Trustee on this the 1st day of December, 2010.

ANDREW B. GIBSON, JR., TRUSTEE
Gibson, Gregory & Gwyn, PLLC
401 Church Street, Suite 2220
Nashville, TN 37219

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a notary public in and for the aforesaid state and county, the within named Andrew B. Gibson, Jr., Trustee, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and executed the within instrument for the purposes therein contained. Witness my hand and affixed seal this 1st day of December, 2010.

NOTARY PUBLIC

JONNA L. HALL
STATE OF TENNESSEE NOTARY PUBLIC
MONTGOMERY COUNTY

My Commission Expires: 9-18-2011

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater for this transfer of $22,500.00.

Affiant

Subscribed and sworn to before me, this the 3rd day of December, 2010.

NOTARY PUBLIC

JONNA L. HALL
STATE OF TENNESSEE NOTARY PUBLIC
MONTGOMERY COUNTY

My Commission Expires: 9-18-2011

I, Andrew B. Gibson, Jr., do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated to law.

Signature

State of Tennessee
County of Davidson

Personally appeared before me, the undersigned, a notary public for this county and state, Andrew B. Gibson, Jr. who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

MY COMMISSION EXPIRES: 09/18/2011

Notary's Seal

