This instrument prepared by:
TAYLOR, PIGUE, MARCHETTI & MINK, PLLC
2908 Poston Avenue
Nashville, Tennessee 37203

TRUSTEE'S STAMP OR STICKER:

BILL GARRETT, Davidson County
Trans:T20100077455 DEEDTRS
Recvd: 12/08/10 14:34 3 pgs
Fees:18.00 Taxes:223.30
20101208-0097819

TRUSTEE'S DEED

L. Gino Marchetti, Jr.,	)	
Successor Trustee	)	
	)	
to new owner and	)	
Send tax bills to:	)	Map/Parcel 59-13/29
	)	
US COMMUNITY CREDIT UNION	)	
125 Eighth Avenue South	)	
Nashville, Tennessee 37203	)	
	)	

WHEREAS, Smithy H. McClain, Jr. and wife Sarah A. McClain ("Buyers") executed a Deed of Trust dated the 25th day of May, 2007, which was recorded in Instrument No. 20070604-0065522, Register's Office of Davidson County, Tennessee, conveying to Cheryl Thompson of Davidson County, Tennessee, Trustee, the property hereinafter described to secure the payment of a promissory note referred to in said deed of trust; and

WHEREAS, L. Gino Marchetti, Jr. was appointed Successor-Trustee, said appointment being recorded in Instrument No. 20101008-0081027, Register's Office, Davidson County, Tennessee; and

WHEREAS, default occurred in the performance of the terms of said Promissory Note and/or the Deed of Trust securing the same and the noteholder in accordance with the provisions therein declared the entire indebtedness due and payable and requested the Trustee, the GRANTOR herein, advertise and sell the property; and

WHEREAS, pursuant to T.C.A 35-5-177, a Notice of Right of Foreclosure was mailed to the last know mailing address of Buyers on October 5, 2010; and

WHEREAS, the sale was advertised as required by law and in accordance with the terms of the Deed of Trust, by giving twenty-one (21) days notice by three (3) successive weekly publications

beginning on October 22, 2010, appearing in the *Tennessean* newspaper, a newspaper published and circulated in Davidson County, Tennessee; and pursuant to the advertisement; the sale was held at the time and place advertised to-wit: December 6, 2010 at 10:00 a.m. on the STEPS OUTSIDE THE MAIN ENTRANCE TO THE DAVIDSON COUNTY COURTHOUSE, 1 PUBLIC SQUARE, NASHVILLE, TENNESSEE, 37201, TENNESSEE, at public outcry to the highest and best bidder for cash, free from the equity of redemption, homestead, dower and all other exemption of every kind, subject to any taxes and liens, which were expressly waived; and

WHEREAS the GRANTEE herein, US Community Credit Union, being the highest and best bidder at said sale with a bid of $60,350.19, was duly declared the purchaser.

NOW, THEREFORE, in consideration of the premises and the further consideration of $60,350.19, the receipt of which is hereby acknowledged, I, L. Gino Marchetti, Jr., Successor-Trustee, have this day bargained and sold and by these presents do hereby transfer and convey unto US Community Credit Union, its successors and assigns, the following tract of land situated in Wilson County, Tennessee, and more particularly described as follows, to-wit:

> Land in Davidson County, Tennessee, being Lot No. 174 on the Plan of Treppard Heights, Section 9, of record in Book 2854, page 103, Register's Office for Davidson County Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.
>
> Being the same property conveyed to Ruby J. McClain and Smithy H. McClain, Jr., joint tenants with right of survivorship, by deed of record in Book 6689, page 750, Register's Office for Davidson County, Tennessee; the said Ruby J. McClain having since died on September 25, 2005, the property vests in Smithy H. McClain, Jr. as surviving tenant by the entirety. This is improved property also known as 3034 Hummingbird Drive, Nashville, Tennessee 37218.

TO HAVE AND TO HOLD said real estate together with the appurtenances, estate, title and interest thereunto belonging to the said US Community Credit Union, its successors and assigns forever as fully and completely as the Successor-Trustee can or ought to convey under the power vested in the Trustee in said Deed of Trust and his appointment as Successor-Trustee; and said Successor-Trustee, the Grantor herein, does hereby transfer and assign to US Community Credit Union, its successors and assigns all the warranties and covenants made in said Deed of Trust.

This conveyance is made subject to all matters shown on any applicable recorded Plan; any unpaid taxes or assessments; any Master Deed requirements or restrictions; any covenants, restrictions or conditions of record; any restrictive covenants, easements or setback lines that may be applicable; any statutory rights of redemption of any governmental agency, state or federal; and any prior liens or encumbrances, including any liens for taxes, as well as any priority created by a fixture filing; and subject to any matter that an accurate survey of the premises might disclose.

IN WITNESS WHEREOF, the said L. Gino Marchetti, Jr., Successor-Trustee, has hereunto set his hand this 7th day of December, 2010.

L. Gino Marchetti, Jr.
Successor-Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named l. Gino Marchetti, Jr., Successor-Trustee, 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 within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 7th day of December, 2010.

NOTARY PUBLIC

LORINDA KAYE HINSON NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires: November 4, 2013

AFFIANT STATEMENT

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration of value, whichever is greater for this transfer is $60,350.19.

L. Gino Marchetti, Jr.
AFFIANT

WITNESS my hand and official seal at Nashville, Tennessee, this 7th day of December, 2010.

NOTARY PUBLIC

LORINDA KAYE HINSON NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires: November 4, 2013