BILL GARRETT, Davidson County
Trans:T20100080472 DEEDTRS
Recvd: 12/22/10 10:32 3 pgs
Fees:18.00 Taxes:485.79
20101222-0101699

RETURN TO
GREATER NASHVILLE
TITLE & CLOSING CO.
200 MADISON STREET
MADISON, TN 37115

TRUSTEE'S DEED

WHEREAS, by Tennessee Deed of Trust, Assignment of Leases and Rents and Security Agreement dated June 30, 2009, and recorded on July 2, 2009 as Instrument No. 20090702-0062029 in the Register's Office for **Davidson** County, Tennessee, **Zachary G. Sturms and wife, Stephanie A. Sturms con**veyed to Deanie L. Gregory, Trustee the hereinafter described property for the purpose of securing the payment of the indebtedness and performance of the obligations therein mentioned and set forth; and

WHEREAS, a Deed of Trust Note was duly signed and executed by **Zachary G. Sturms and wife, Stephanie A. Sturms** on a like date and is payable to the order of **Donald E. Wall;** and

WHEREAS, default was made in the payment of the total amount due and payable as provided in said Deed of Trust Note, which total amount was past due at the time the foreclosure of said Deed of Trust was begun, and the owner and holder of said Note directed the undersigned Trustee to foreclose said Deed of Trust in accordance with the terms and provisions thereof and to sell the real estate herein described; and

WHEREAS, the sixty (60)day notice of the right to foreclose, in accordance with T. C. A. 35-5-101 was sent by United States mail, postage prepaid to Zachary G. Sturms and Stephanie A. Sturms on August 27, 2010; and

WHEREAS, said Trustee did advertise the sale of said real estate herein described as provided in said Deed of Trust in a local newspaper published in Davidson County, Tennessee, to-wit: *The Tennessean,* giving the time, place and terms of said sale; and

WHEREAS, on December 20, 2010 at 11:00 AM, local time at the south door of the Metropolitan Nashville and Davidson County, Tennessee Courthouse in Nashville, Tennessee, the time and place fixed in the advertised Notice of Sale, the foregoing described real estate was offered for sale at public auction FOR CASH (or on credit on the secured indebtedness if the highest and best bidder is the holder of the indebtedness) to the last, highest and best bidder, free from all equitable rights of redemption, statutory right of redemption, homestead, dower, marital share and all other exemptions and redemptive rights of every kind, the same having been waived by the terms of said Deed of Trust, and being cried for a reasonable time was sold to **DONALD E.** WALL at a bid of One Hundred Thirty One Thousand, Two Hundred Ninety Four and 86/100---Dollars ($131,294.86), the said Donald E. Wall, being the highest and best bidder, and who has complied with the terms of the sale by paying into the hands of the undersigned Trustee the expenses of the sale with the balance being applied upon said indebtedness for which property was sold.

NOW, THEREFORE, in consideration of the premises and the payment by **DONALD E. WALL** of the sum of money so paid, receipt of which is hereby acknowledged, the undersigned, Deanie L. Gregory, as Trustee, does hereby grant, bargain, sell, transfer and convey to **DONALD E. WALL,** his successors and assigns in fee simple title forever, the property described in attached Exhibit "A". TO HAVE AND TO HOLD the same, together with all hereditaments, improvements, buildings, easements and appurtenances therein and thereunto belonging and appertaining, and free from the right of equity of redemption, homestead, and all other exemptions of any and every kind in the makers of said Deed of Trust and all persons claiming through and under said makers.

The undersigned Trustee does hereby transfer, assign and set over unto **Donald E. Wall**, his heirs, executors, administrators, representatives, successors and assigns all of the covenants and warranties contained in the aforesaid Deed of Trust and does hereby warrant the title to the aforesaid real estate as fully and completely as Trustee is authorized to do in the capacity of Trustee but no further or otherwise.

THIS CONVYEANCE is made subject to any rights of redemption held by federal or state governmental authorities (if noted herein), priority tax liens, prior encumbrances as well as any priority created by a fixture filing, restrictive covenants, if any, and any current or delinquent ad valorem property taxes and subject to notes, easements, building setback lines, etc., as may be set forth the Plan of Clark Place of record in Book 2331, Page 74, Register's Office for Davidson County, Tennessee and subject to Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 4805 Page 789, Register's Office for Davidson County, Tennessee.

Whenever used, the singular number shall include the plural, the plural, the singular, the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the said Deanie L. Gregory as Successor-Trustee has hereunto set her hand and seal this the 20th day of December, 2010.

Deanie L. Gregory, Trustee

STATE OF TENNESSEE
COUNTY OF DAVIDSON

On this the 20th day of December, 2010, before me, a Notary Public within and for the county and state aforesaid personally appeared Deanie L. Gregory, known to me to be the person described in (or proved to me on the basis of satisfactory evidence), and who executed the foregoing instrument, and who acknowledged that she executed the same as Trustee for the purposes therein contained as her free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at the day and year above written.

Notary Public

My Commission expires:

11-7-2011

MINDY CLAUD
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $131,294.86.

Deanie L. Gregory
Affiant

Sworn to and subscribed before me this the 20th day of December, 2010.

Notary Public

My commission expires: 11-7-2011

MINDY CLAUD
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

EXHIBIT "A"

LAND IN **DAVIDSON** COUNTY, TENNESSEE, being Lot No. 38 on the Plan of Clark Place, Section Four, which plan is of record in Book 2331, Page 74 in the Register's Office for Davidosn County, Tennessee to which plat reference is here made for a complete description thereof.

Being the same property conveyed to Zachary G. Sturms and wife, Stephanie A. Sturms by Warranty Deed from Donald E. Wall and Michael E. Wall which deed is of record as Instrument No. 20090702-0062028 in the Register's Office for Davidson County, Tennessee.

THIS IS IMPROVED PROPERTY COMMONLY KNOWN AS 113 Cima Drive, Goodlettsville, Tn 37072

Name and Address of New Owner

Donald E. Wall
P. O. Box 281707
Nashville, TN 37228

Send tax bills to:

same as new owner

TAX ID NUMBERS:

02512005700

THIS INSTRUMENT PREPARED BY:
Deanie L. Gregory
Attorney-at-Law
200 Madison Street
Madison, TN 37115