BILL GARRETT, Davidson County
Trans:T20110045468 DEEDTRS
Recvd: 07/27/11 11:07 3 pgs
Fees:18.00 Taxes:462.50
20110727-0057439

This Instrument Prepared By:
Jonathan R. Vinson, Attorney
P.O. Box 686
Clarksville, TN 37041-0686

FORECLOSURE DEED

JONATHAN R. VINSON, SUBSTITUTE TRUSTEE
to
HERITAGE BANK

Name of New Owner and Address of Property:	Heritage Bank 324 Pocono Road Antioch, TN 37013 M/P 135 14 0A 088.00
Name/Address of Entity Responsible for Property Taxes:	Heritage Bank Attn: Amy Futrell P. O. Box 537 Hopkinsville, Kentucky 42241

On July 23, 2007, by Deed of Trust placed of record on August 10, 2007 at 1:58 p.m., in Instrument No. 20070810-0096079, in the office of the Register of Deeds for Davidson County, Tennessee, (the "Deed of Trust"), Stephanie Rust Reece (the "Mortgagor") conveyed to Paige McVity, Trustee, (the "Trustee") the hereinafter described real estate, to secure the payment of a promissory note as described therein (the "Note"), payable to the order of Heritage Bank (the "Holder"):

The Deed of Trust provided that in the event of default in the payment of the Note, when due, then the entire balance of the Note shall, at the option of the Holder, become due and payable immediately; and,

Default having been made and continued in the payment of the Note, the Holder of the Note, has declared the entire balance of the Note due and payable as provided in the Deed of Trust and, pursuant to the provisions of the Deed of Trust, appointed Jonathan R. Vinson as Substitute Trustee (the "Substitute Trustee") by instrument dated April 27, 2011, and placed of record on April 27, 2011 at 10:53 a.m., in Instrument No. 20110427-0032126, in the office of the Register of Deeds for Davidson County, Tennessee. The Holder, in accordance with the terms and conditions of the Deed of Trust, has instructed the Substitute Trustee to foreclose the lien of the Deed of Trust.

The undersigned, did advertise by notice in the Davidson A.M., a newspaper of general circulation in Davidson County, Tennessee, with notices published on May 20, 2011, May 27, 2011 and June 3, 2011 that said sale would be held on Friday June 10, 2011 at 11:00 a.m., prevailing time, at the front door of the front door of the Register of Deeds for Davidson County, 501 Broadway, Nashville, Tennessee; and,

The sale was held according to the terms, conditions and provisions of the notice as given, and Heritage Bank, the Grantee and hereafter called the "Grantee", was the highest and best bidder for cash, bidding the sum of One Hundred Twenty Five Thousand ($125,000.00).

NOW THEREFORE, the undersigned as Grantor and hereafter called the "Grantor", does hereby bargain, sell, transfer and convey unto the Grantee, F&M Real Estate Transfer Corporation, the Grantee's successors and assigns forever, the following described real estate situated in ~~Montgomery~~ Davidson County, Tennessee, to-wit:

> Lot 89 Phase 3, of plan of Pinnacle Point, as shown on plat of record in the Register's office of Davidson County, Tennessee to which plat reference is hereby made for a more particular description of said property.
>
> Being the same premises conveyed to the grantor(s) by deed recorded 03/31/2004 in Instrument No. 200403310036413. This is improved property. According to the Assessor of Property for Davidson County, Tennessee, the property is identified as Parcel ID: 135-14-0-A08-80-0CO.

Said sale will be held subject to (1) all accrued taxes; (2) all matters as set forth per Plat Book 6900, Page 391-393, Register's Office for Davidson County, Tennessee; (3) subject to Restrictions and By-Laws of record in Book 6405, Page 169; Book 7032, Page 733; Book 7067, Page 739; Book 10097, Page 390; Book 7065, Page 959; Instrument No. 20010504-0046047; Instrument No. 20010504-0046048; Book 7032, Page 761, Register's Office for Davidson County, Tennessee. (4) easements of record in Book 6251, Page 616; Book 6803, Page 287; Book 6825, Page 683; Book 7097, Page 158; Book 7274, Page 506; and Book 7424, Page 953, Register's Office for Davidson County, Tennessee. (5) Master Deed and Charter as set forth in Book 7032, Page 730 and Book 7058, Page 234, Register's Office for Davidson County, Tennessee; (6) rights of tenants in possession under unrecorded leases; (7) all matters on a recorded plan, restrictive covenants, easements, or setback lines that may be applicable; (8) any prior liens or encumbrances as well as any priority created by a fixture filing; and, (9) any matter that an accurate survey of the property would show.

Proper notification(s) were provided to the Mortgagor and other appropriate interested parties as required in *Tenn. Code Ann.* § 35-5-101 *et seq.* and other written agreements between the parties. No notification(s) were required to be provided to the Mortgagor or other appropriate parties pursuant to *Tenn. Code Ann.* § 45-20-101 *et seq.* (Tennessee Home Loan Protection Act). No notification(s) were required to be provided to the Mortgagor or other appropriate parties pursuant to *Tenn. Code Ann.* § 35-5-117 *et seq.* (Notice of Right to Foreclose).

THE WARRANTIES made herein by the Grantor are made in the Grantor's representative capacity and not otherwise.

IN WITNESS WHEREOF, the Grantor has hereunto affixed the Grantor's signature on this the 10 day of June, 2011.

GRANTOR:

JONATHAN R. VINSON,
Substitute Trustee

By: _____
JONATHAN R. VINSON,
Substitute Trustee

STATE OF TENNESSEE)
COUNTY OF MONTGOMERY)

Personally appeared before me, the undersigned a Notary Public in and for said State and County, JONATHAN R. VINSON, Substitute Trustee, the within named bargainor with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, this the 10 day of June, 2011.

PAMELA BLAND
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF STEWART

_____
Notary Public Seal

My Commission Expires: 4-22-2012

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is $125,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

_____
Affiant

Subscribed and sworn to before me this the 10 day of June, 2011.

_____
Notary Public Seal

PAMELA BLAND
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF STEWART

My Commission Expires: 4-22-2012