THIS INSTRUMENT PREPARED BY:
Andrew B. Gibson, Jr., Attorney
P. O. Box 210121
Nashville, TN 37221

BILL GARRETT, Davidson County
Trans:T20110071025 DEEDTRS
Recvd: 11/10/11 09:19 3 pgs
Fees:18.00 Taxes:201.65
20111110-0087896

**TRUSTEE'S DEED**

ADDRESS NEW OWNER AND SEND TAX BILLS TO:
Carl Krantz Sr. & wife Kathy Krantz
P.O. Box 209
Whites Creek TN 37189

MAP/PARCEL NUMBERS: Map 196-11, Parcel 169

THIS INSTRUMENT made and entered into this 9th day of November, 2011, by and between Andrew B. Gibson, Jr., Trustee, hereinafter referred to as Grantor, and Carl Krantz, Sr. & wife Kathy Krantz hereinafter referred to as Grantee.

**WITNESSETH:**

WHEREAS, on the 2cnd day of December, 2005, Herman Brown, III did execute and deliver to Andrew B. Gibson, Jr., Trustee, and his successors and assigns, an Installment Deed securing certain indebtedness described therein, to James D. Stevens, 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. 20051215-0150744, to which reference is made; and

WHEREAS, the said James 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 Herman Brown, III on July 11, 2011 as required in TCA Section 35-5-117 and sixty (60)days has past; and

WHEREAS, on Wednesday, November 9, 2011, 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 $54,500.00 and said sum was applied and credited by the residuary beneficiaries of James D. Stevens, as directed by said Installment Deed.

NOW, THEREFORE, this deed further witnesseth:

THAT for an in consideration of the said Grantee having credited to the secured indebtedness said sum of $54,500.00, 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, Tennessee, being described as follows:

Land in Davidson County Tennessee, being Lot No. 132 on the Plan of Hickory Bend, Section 1, of record in Plat Book 3300, page 38, Register's Office for Davidson County Tennessee to which reference is hereby made for a more complete description.

Being the same property conveyed to Herman Brown, III, a single person, by Installment Deed dated December 2, 2005 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. 20051215-0150744, 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 2011 real property taxes.

This is improved property known as 606 Waxhaw Drive Nashville, Davidson County Tennessee.

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 9th day of November, 2011.

ANDREW B. GIBSON, JR., TRUSTEE
P.O. Box 210121
Nashville, TN 37221

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 9th day of November, 2011.

NOTARY PUBLIC

THERESA MARTIN SMITH
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: 7.7.14

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater for this transfer of $ 54,500.00.

Affiant

Subscribed and sworn to before me, this the 9th day of November, 2011.

NOTARY PUBLIC

My Commission Expires: 7.7.14

THERESA MARTIN SMITH
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY