Prepared by:
Andy Maloney, Attorney-at-law
2818 Bransford Avenue
Nashville, TN 37204

Davidson County DEEDTRS
Recvd: 03/23/12 15:52 3 pgs
Fees:18.00 Taxes:592.00
20120323-0025101

ADDRESS OF NEW OWNER:
Robert Braswell
168 Charleston Park
Nashville, TN 37205

SEND TAX BILL:
SAME

MAP & PARCEL:
072-02-0-162.00

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, Robert L. Frame, unmarried, executed Deed of Trust dated October 23, 2009, of record in Instrument Number 20091109-0103481, Register's Office for Davidson County, Tennessee ("Deed of Trust"), conveyed to Andrew J. Wiley, Trustee, the hereinafter described real property to secure the payment of a certain indebtedness, etc. ("Indebtedness") as described in said Deed of Trust; and

WHEREAS, Andy Maloney of Davidson County has been appointed Substitute Trustee by Robert H. Braswell, the owner and holder of the Indebtedness by instrument of record at Instrument Number 20110909-0070231, Register's Office for Davidson County, Tennessee, with authority to act under the powers given the Trustee under the Deed of Trust and be applicable law; and

WHEREAS, the indebtedness secured by the Deed of Trust has become overdue and unpaid and the lawful owner and holder of the debt has called upon the Substitute Trustee to foreclose the Deed of Trust; and

WHEREAS, the Substitute Trustee, after due advertisement as required by law and as required be the terms of the Deed of Trust, offered the Property for sale to the highest bidder for cash, at public outcry at **Wednesday, October 5, 2011, at 12:00 p.m.** o'clock, prevailing time, at the entrance to the Register of Deeds office at the Bridgestone Arena, Nashville, Tennessee, when and where **Robert Braswell** (hereinafter the Grantee) became the last and highest bidder for cash at a price of **One hundred sixty thousand and NO/100 Dollars ($160,000.00).**

NOW, THEREFORE, in his capacity as Substitute Trustee, and not otherwise, and in consideration of the premises and payment of the sum state above, the receipt and sufficiency of which are acknowledged, **Andy Maloney, as Substitute Trustee** (and not otherwise) does hereby convey the Property to the Grantee and the Grantee's heirs, successors and assigns, certain property situated in Hickman County, Tennessee, described as follows, to-wit:

> Being the easterly 50 feet of Lot No. 49 on the plan of Inglewood Land Company, of record in Book 332, page 101, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete and accurate description.
>
> Being the same property conveyed to Robert L. Frame from Robert H. Braswell, by deed on October 23, 2009, of record in Instrument Number 20091109-0103480, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD said Property in as full and complete manner as the undersigned, in his capacity as Substitute Trustee, and not otherwise, has the power to convey the same.

Andy Maloney, as Substitute Trustee, and not otherwise, warrants the title to the Property to the Grantee and Grantee's heirs, successors and assigns, against the lawful claims of all persons claiming by, through or under him, but no further to or to any greater extent. The Property is sold AS IS, WHERE IS AND WITH ALL FAULTS, and without any representations or warranties of any kind whatsoever, whether express or implied. Without limiting the foregoing, THE PROPERTY IS TO BE SOLD WITHOUT ANY IMPLIED WARRANTIES OF MECHANTABILITY, CONDITION OR FITNESS

FOR A PARTICULAR USE OR PURPOSE. The Substitute Trustee will make no covenant of seisen, marketability of title or warranty of title, express or implied.

THIS conveyance is subject to all matters shown on any applicable recorded Plat or Plan; any unpaid taxes and assessments (plus penalties. interest and costs) which exists as a lien against the said Property; any restrictive covenants, easements or setback lines that may be applicable; any rights of redemption, equity, statutory or otherwise, not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal; and any and all prior deeds of trusts, liens, dues, assessments, encumbrances, defects, adverse claims and other matters that may take priority over the Deed of Trust upon which this foreclosure sale is conducted or are not extinguished by this Foreclosure Sale. This sale is also subject to any matter that an inspection sad accurate survey of the property might disclose.

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

WITNESS my hand on this 22nd day of March, 2012.

Andy Maloney, as Substitute Trustee,
and not otherwise

STATE OF Tennessee

COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said State and County duly commissioned and qualified, the within named Andy Maloney, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath acknowledged that he is the appointed Substitute Trustee under the Deed of Trust and as such Substitute Trustee is authorized to execute this instrument for the purposes therein contained.

WITNESS my hand, at office, this 23rd day of March, 2012.

Notary Public

My Commission Expires: 7/6/15

HAL E. WILSON, III
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 $160,000.00.

AFFIANT

Sworn and subscribed before me this 23rd day of March, 2012.

Notary Public

My Commission Expires: 7/6/15

HAL E. WILSON, III
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

I, Andy Maloney, 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 according to law.

Signature

State of TN
County of Davidson

Personally appeared before me, Hal Wilson, a notary public for this county and state, Andy Maloney, who acknowledges that this certificate of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

My commission expires: 7/6/15

