BILL GARRETT, Davidson County
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Prepared by:
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One Park Place, Suite 380
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Chattanooga, TN 37421
COUNTRYWIDE-09-34974

ADDRESSES NEW OWNER(S) AS FOLLOWS	SEND TAX BILLS TO:	MAP PARCEL NUMBER
SECRETARY OF THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT	SECRETARY OF THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT	052-08-0A-002.00
451 7th Street, SW, Room 6251	451 7th Street, SW, Room 6251	
Washington, DC 20410	Washington, DC 20410	

SUCCESSOR TRUSTEE'S DEED

This instrument made and entered into on December 31, 2009, by Everett L. Hixson, Jr., Successor Trustee ("Successor Trustee").

WHEREAS, by that certain Deed of Trust dated July 31, 2007 and recorded on August 24, 2007 in **Instrument Number 20070824-0101896**, Register's Office for Davidson County, Tennessee (the "Deed of Trust"), **William G. Bennett, Jr.** ("Borrower") conveyed to Sterling Title, Trustee, certain real property as described below (the "Property") to secure the payment of a certain indebtedness described in the Deed of Trust including, without limitation, that evidenced by a certain promissory note executed on July 31, 2007 (the "Note"), which obligation is presently held and owned by BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing, LP; and

WHEREAS, demand was made for the payment of the Note secured by the Deed of Trust referenced above, the payment of which was in default, and the obligation secured by the Deed of Trust referenced above was declared due and payable as provided in the Note and Deed of Trust, but the obligation was not paid; and

WHEREAS, Lender, the owner and holder of the Note evidenced by the Deed of Trust, demanded that the Property be advertised and sold in accordance with the terms of the Deed of Trust; and

WHEREAS, the undersigned, Everett L. Hixson, Jr., was duly appointed as Successor Trustee in the place and stead of Sterling Title, said appointment being set forth in **Instrument Number 20091228-0117097** said Register's Office; and

WHEREAS, the Successor Trustee caused notice to be published as provided in the Deed of Trust and Note in the Tennessee Tribune that the Property would be sold on December 17, 2009,

at 11:00 AM at the door of the Davidson County Courthouse, Nashville Tennessee, such advertisement appearing in said newspaper on **November 20, 2009, November 27, 2009, and December 4, 2009**, a copy of such notice sent to Borrower, the current owner of the Property, and all other parties who appeared to have any interest in the Property reflected in the records of the Register's Office of Davidson County, Nashville Tennessee, and following such notice the default was not cured; and

WHEREAS, the Successor Trustee at the time, place and date specified in said notices appeared and announced to those assembled that the December 17, 2009 sale was postponed to December 31, 2009 at the same time and place. On December 31, 2009 at the same time and place, the Substitute Trustee appeared and offered the Property for sale, and after opening the floor for competitive bids, sold said Property to BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing, LP at the price of **One Hundred Twenty-Nine Thousand Six Hundred Nineteen and 52/100 dollars ($129,619.52)**, this being the highest, last and best bid; and

WHEREAS, BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing, LP, as successful purchaser at said sale, transferred and assigned its bid to the Secretary of the Department Of Housing And Urban Development.

NOW, THEREFORE, I, Everett L. Hixson, Jr., Successor Trustee as aforesaid, in consideration of the premises and the sum of **One Hundred Twenty-Nine Thousand Six Hundred Nineteen and 52/100 dollars ($129,619.52)** to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer and convey unto the Secretary of the Department Of Housing And Urban Development ("Grantee"), its successors and assigns, all of my right, title and interest in and to the Property, including without limitation, the following described real estate and improvements located thereon, but no further or otherwise, located in Davidson County, Tennessee, and more particularly described as follows, to wit:

PARCEL/TAX ID # 052 08 0A 002.00

LAND IN DAIVDSON COUNTY, TENNESSEE, BEING LOT NO. 2 ON THE PLAN OF HERON WALK SECTION 1, PHASE 1 OF RECORD IN PLAT BOOK 9700, PAGE 173, REGISTER`S OFFICE FOR SAID COUNTY, TO WHICH REFERENCE IS MADE FOR A MORE COMPLETE DESCRIPTION.

Property Address: 1005 Shawnee Road, Madison, TN 37115

This entity is tax exempt.

Borrower's source of title is that certain Warranty Deed dated 7/31/07 from Elita Carolyn Elliott to William G. Bennett, Jr. of record on 8/24/07 in Book Instrument Number 20070824-0101895 in said Register's Office.

To have and to hold the aforesaid real estate, together with all improvements thereon, free from any equity of redemption, statutory right of redemption, spouse's elective share, homestead,

dower, courtesy and all other exemptions, as provided in, but only to the extent provided in, said Deed of Trust.

Said sale will be subject to **(1)** any and all unpaid ad valorem taxes (plus penalty and interest, if any) that may be a lien upon the Property; **(2)** any and all liens, defects, encumbrances, adverse claims, and other matters which take priority over the Deed of Trust upon which this foreclosure sale is had; **(3)** any statutory rights of redemption not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal, which might not have been waived by such governmental agency; **(4)** applicable covenants, restrictions, building setbacks, easements, and to all conditions as shown with respect to the aforementioned Property in the Register`s Office of Davidson County, Tennessee; **(5)** any governmental zoning and subdivision ordinances or regulations in effect thereon; **(6)** the accuracy of the Index Book of the said Register`s Office; and **(7)** any other matters which an accurate survey of the Property might disclose.

The Property is conveyed AS IS WHERE IS, without representations or warranties of any kind whatsoever, whether express or implied. Without limiting the foregoing, THE PROPERTY IS SOLD WITHOUT ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

WITNESS the signature of the Successor Trustee on the day and date first above written.

Everett L. Hixson, Jr.
Successor Trustee

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

Before me, of the state and county aforesaid, personally appeared Everett L. Hixson, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged he executed the foregoing instrument for the purpose therein contained.

WITNESS my hand and seal at office in Chattanooga, Tennessee this 31st day of December, 2009.

Notary Public

My commission expires:

4-18-12

CAROL G. HIXSON
STATE OF TENNESSEE NOTARY PUBLIC
HAMILTON COUNTY

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

The actual consideration or value, whichever is greater, for this transfer is **$129,619.52.**

Affiant

Sworn to and subscribed
before me this 31st day of December, 2009.

Notary Public

My commission expires:

4-18-12

CAROL G. HIXSON
STATE OF TENNESSEE NOTARY PUBLIC
HAMILTON COUNTY