BILL GARRETT, Davidson County
Trans:T20120047778 DEEDTRS
Recvd: 06/28/12 13:38 3 pgs
Fees:18.00 Taxes:1283.90
20120628-0056848

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

FORECLOSURE DEED

JONATHAN R. VINSON, SUBSTITUTE TRUSTEE
to
F&M REAL ESTATE TRANSFER CORPORATION

Name of New Owner and Address of Property:	F&M Real Estate Transfer Corporation 2206 8th Avenue South Nashville, TN 37204 M/P 105-14-0-080.00
Name/Address of Entity Responsible for Property Taxes:	F&M Real Estate Transfer Corporation 50 Franklin Street Clarksville, TN 37040

On August 20, 2007, by Deed of Trust placed of record on August 21, 2007 at 3:01 p.m., in Instrument No. 20070821-0100176, in the office of the Register of Deeds for Davidson County, Tennessee, as modified in the Modification Agreement placed of record in Instrument No. 20100120-0005015, in the office of the Register of Deeds for Davidson County, Tennessee (the "Deed of Trust"), Keith Jackson and Lisa Jackson (the "Mortgagor") conveyed to J. Frank Rudy, 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 F&M Bank f/k/a Farmers and Merchants 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 24, 2012, and placed of record on April 26, 2012 at 9:39 a.m. in Instrument No. 20120426-0035681, 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 18, 2012, May 25, 2012, and June 1, 2012 said sale would be held on Friday, June 8, 2012 at 11:00 a.m., prevailing time, at the front door of the Davidson County Register of Deeds, 501 Broadway, Nashville, Tennessee.

The sale was rescheduled for Thursday, June 14, 2012 at 11:00 a.m. at the front door of the Davidson County Register of Deeds, 501 Broadway, Nashville, Tennessee. Such rescheduling was orally announced on Friday, June 8, 2012 at 11:00 a.m., prevailing time, at

the front door of the Davidson County Register of Deeds, 501 Broadway, Nashville, Tennessee. Additionally, all proper written notices were sent to all appropriate parties regarding the rescheduling.

The sale was held according to the terms, conditions and provisions of the notice as given, and F&M Real Estate Transfer Corporation, the Grantee and hereafter called the "Grantee", was the highest and best bidder for cash, bidding the sum of Three Hundred Forty Seven Thousand and 00/Dollars ($347,000.00).

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 Davidson County, Tennessee, to-wit:

> Land in Davidson County, Tennessee, being Lot No. 6 and the southerly 15 feet of Lot No. 5, Block No. 3 on the Plan of Subdivision of Blocks 1-2-3-4-5-6-7-8 in Yarbroughs Subdivision of Woodland, of record in Book 57, Page 155, Register's Office for Davidson County, Tennessee described as follows:
>
> Said Lot No. 6 and part of Lot No. 5 front together 65 feet on the easterly side of 8th Avenue South, formerly Spruce Street, and runs back between parallel lines 165 feet (actual field measure being 156 feet), more or less, to an alley.
>
> Being the same property conveyed to the within named grantor(s) by Deed recorded simultaneously herewith in Instrument No. 200708210100175, Register's Office for Davidson County, Tennessee.

Said sale will be held subject to (1) all accrued taxes; (2) assignment of lease of record in Instrument No. 20080222-0017613, Register's Office for Davidson County, Tennessee; (3) assignment of rents & leases placed of record in Instrument No. 20091210-0112929, Register's Office for Davidson County, Tennessee; (4) easement and encroachment agreement placed of record in Instrument No. 20020715-0084682, Register's Office for Davidson County, Tennessee; (5) all terms, matters and conditions on the plan of record in Book 57, Page 155, 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 14 day of June, 2012.

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 14 day of June, 2012.

_____
Notary Public Seal

My Commission Expires: 6/15/16

TRACY L. NYDER
STATE OF TENNESSEE NOTARY PUBLIC
MONTGOMERY COUNTY

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 $347,000.00, 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 14 day of June, 2012.

_____
Notary Public Seal

My Commission Expires: 6/15/16

TRACY L. NYDER
STATE OF TENNESSEE NOTARY PUBLIC
MONTGOMERY COUNTY