BILL GARRETT, Davidson County
Trans:T20120052190 DEEDTRS
Recvd: 07/16/12 12:08 5 pgs
Fees:28.00 Taxes:44.12
20120716-0062319

THIS INSTRUMENT PREPARED BY:
CHAFFIN & BURNSED, PLLC
The Fridrich Building, First Floor
2909 Poston Avenue
Nashville, Tennessee 37203

ADDRESS NEW OWNER:	SEND TAX BILLS TO:	MAP/PARCEL:
Eric Sox 7051 Highway 70 South-315 Nashville, Tennessee 37221	Eric Sox 7051 Highway 70 South-315 Nashville, Tennessee 37221	133-16-0-043.00

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, there has occurred one or more acts of default in the note evidencing the indebtedness owed to SunTrust Bank, successor by merger to National Bank of Commerce ("Lender");

WHEREAS, Lender is the beneficiary of the Deed of Trust of record in Instrument No. 20020520-0060997, Register's Office for Davidson County, Tennessee (hereinafter referred to as "Deed of Trust"); said Deed of Trust secures to the Lender the payment in full of the note evidencing the subject indebtedness and any other obligations then existing or arising thereafter;

WHEREAS, by and through the above described Deed of Trust, the Grantor, Nancy Lee Witt Martin, single, (the "Borrower"), conveyed the real property described herein to R. Grattan Brown, Jr. and Charles A. Neal, Trustee, for the benefit of the Lender, with power of sale;

WHEREAS, Lender, pursuant to the terms and conditions of the above Deed of Trust, did appoint Heather D. Wood as Substitute Trustee, to serve in the stead of the Trustee with all powers granted unto the Trustee, such appointment appearing of record in Instrument No. 20120511-0040827, Register's Office for Davidson County, Tennessee;

WHEREAS, Lender notified the Substitute Trustee of the default in the payments called for in the note secured by the above Deed of Trust and demanded that the Substitute Trustee advertise the subject property for sale pursuant to the terms and conditions of the said Deed of Trust;

WHEREAS, the requirements pursuant to Tennessee Code Annotated Section 35-5-117 if applicable to this sale were met;

WHEREAS, the Substitute Trustee did advertise the property for sale in the "Nashville Scene" on May 17, 2012, May 24, 2012 and May 31, 2012, in accordance with and in fulfillment of the requirements of the above Deed of Trust;

WHEREAS, the original sale date as noticed was Friday, June 8, 2012 and the Substitute Trustee or her representative appeared at 10:00 am CST outside the front door, facing the new public square park, of the historic Davidson County Courthouse, One Public Square, in Nashville, Davidson County, Tennessee and gave notice to all prospective bidders that the sale was adjourned and continued to July 11, 2012 at 10:00 am CST at the same location;

WHEREAS, the Substitute Trustee and/or her agent, in accordance with the requirements of the above Deed of Trust and the published advertisement for sale of the subject property, did on the 11th day of July, 2012, appear and conduct the sale of the herein described property;

WHEREAS, Eric Sox did place the highest bid for the subject property, being the sum of $11,924.00; and

NOW THEREFORE, for and in consideration of the sum of $11,924.00, the Substitute Trustee has bargained and sold, and by these present does transfer and convey unto the said Eric Sox, the Grantee herein, his heirs and assigns, the property described as follows:

> All that Parcel of land in City of Nashville, Davidson County, State of Tennessee, as more fully described in Deed Book 9306, page 648, ID # 133-16-43, being known and designated as Lot 10, Highview Acres, filed in Plat Book 2331, page 52, recorded August 4, 1955.

Being the same property conveyed to Nancy Lee Witt Martin by Deed from Milton E. Henderson, Trustee, dated April 8, 1994, of record in Book 9306, page 648, Register's Office for Davidson County, Tennessee.

Property also described as:

The following described tract of parcel of land located in Davidson County, Tennessee and more particularly described as follows:

Being Lot No. 10 on the Plan of Highview Acres, as of record in Book 2331, Page 52, Register's Office for Davidson County, described as follows:

Beginning at a point in the easterly margin of Aster Drive, the common corner of Lots Nos. 10 and 11; thence with the line between said two lots easterly 143 feet to a point; thence northerly 105 feet to a point in the southerly margin of an unnamed Drive; thence with the margin of the same, westerly 118 feet to the beginning of a curve; thence around said curve in a southwesterly direction 39.3 feet to a point in the easterly margin of said Aster Drive; thence with the margin of the same southerly 80 feet to the point of beginning.

Being the same property conveyed to Nancy Lee Witt Martin by Deed from Milton E. Henderson, Trustee, dated April 8, 1994, of record in Book 9306, page 648, Register's Office for Davidson County, Tennessee.

Property Address:	4846 Aster Drive, Lot No. 10 Nashville, Davidson County, Tennessee 37211
Map-Par. No.:	133-16-0-043.00

(The address and map and parcel above are believed to be correct; but same is not part of the legal description of the property sold herein and in the event of any discrepancy, the legal description herein shall control.)

This sale is subject to all matters shown on any recorded document, including any applicable recorded plan, plat, charter, restriction, judgment(s), notice of governmental entity, or declaration of taking(s); any prior lien(s) of record; unpaid taxes and assessments which exist as a lien against said properties; any restrictive covenant(s), easement(s) or setback line(s) that may be applicable; any rights, exemptions and/or rights of redemption not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal; and any prior deeds of trust, 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 accurate survey of the premises might disclose.

The Substitute Trustee makes no personal warranties or representations concerning the subject property. The transfer is "AS IS, WHERE IS, AND WITH ALL FAULTS," and without warranty of any kind, express or implied, as to the condition of such property and the improvements located thereon, including merchantability or fitness for particular purpose. Trustee shall make no covenant of seisin or warranty of title, express or implied. Grantee accepts title to the property subject to any problems arising in connection with the property and/or the improvements located thereon, including without limitation problems arising out of or in connection with deterioration of any improvements thereon, violations of the Environmental Laws, and potential flood hazards. By accepting the Successor Trustee's Deed, Grantee agrees to indemnify and hold the Successor Trustee harmless from any and all costs, expenses, and liability, including without limitation attorneys' fees, arising out of or in connection with any of the foregoing.

To have and to hold the said tract or parcel of land, including all appurtenances, estate, title and interest thereto belonging, unto the said Grantee, his heirs and/or assigns, forever.

(SIGNATURES AND NOTARY ACKNOWLEDGEMENT TO FOLLOW)

WITNESS, my hand this 11th day of July, 2012.

Heather Wood
Heather D. Wood, Substitute Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, the within named **Heather D. Wood**, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged herself to be the Trustee under the above referenced Deed of Trust, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this the 11th day of July, 2012.

THERESA K. BRADLEY STATE OF TENNESSEE NOTARY PUBLIC WILSON COUNTY

Theresa K Bradley
Notary Public

My Commission Expires: 5/19/14

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer or value of property (whichever is greater) is $11,924.00. This is equal to or greater than the property would bring at a fair and voluntary sale.

Heather Wood
Heather D. Wood, Substitute Trustee

Sworn to and subscribed before me this the 11th day of July, 2012.

THERESA K. BRADLEY STATE OF TENNESSEE NOTARY PUBLIC WILSON COUNTY

Theresa K Bradley
Notary Public

5/19/14
My Commission Expires:

Nashville Scene

Affidavit of Publication

State of Tennessee

County of Davidson

I, Dorothy Cheeney for The Nashville Scene, a weekly newspaper published and distributed in the aforementioned county and state, hereby certify that the attached advertisement appeared in The Nashville Scene.

May 17, 24, 31, 2012
Date of publication

Dorothy Cheeney

Subscribed and sworn to before me,

This 31 day of May, 2012.

Priya Mani

Notary Public

PRIYA MANI
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON

My Commission Expires January 1, 2015

210 12th Avenue South, Suite 100• Nashville, TN 37203 • 615-244-7989

A.M., at the Bridgestone Arena, Nashville, Tennessee, offer for sale certain property hereinafter described to the highest bidder FOR CASH, free from the statutory right of redemption, homestead, dower, and all other exemptions which are expressly waived in the Deed of Trust, said property being real estate situated in Davidson County, Tennessee, and being more particularly described as follows:

LAND in Davidson County, Tennessee, being Unit No. 100, on the Plan of Phase II, Mill Park (Formerly Hickory Hollow Townhomes), as shown on plat of record in Instrument No. 20000706-0066999.

ALSO KNOWN AS: 5170 Hickory Hollow Pkwy, Antioch, Tennessee 37013

The HB 3588 letter was mailed to the borrower(s) pursuant to Tennessee Code Annotated 35-5-117. This sale is subject to all matters shown on any applicable recorded plat; any unpaid taxes; any restrictive covenants, easements, or setback lines that may be applicable; any statutory rights of redemption of any governmental agency, state or federal; any prior liens or encumbrances as well as any priority created by a fixture filing; and to any matter that an accurate survey of the premises might disclose. In addition, the following parties may claim an interest in the above-referenced property: Stephanie Hendren; Bobby Hendren a/k/a Robert L. Hendren; The Bank of Nashville

The sale held pursuant to this Notice may be rescinded at the Successor Trustee's option at any time. The right is reserved to adjourn the day of the sale to another day, time, and place certain without further publication, upon announcement at the time and place for the sale set forth above.

W&A No. 700 221908

DATED May 24, 2012

WILSON & ASSOCIATES, P.L.L.C., Successor Trustee

DSaleNoticeTN-Shellie_msherrod_120524_1410

FOR SALE INFORMATION, VISIT WWW.MYFIR.COM and WWW.REALTYTRAC.COM

NS May 31, June 7, 14, 2012

NOTICE OF TRUSTEE'S SALE

WHEREAS, default has occurred in the performance of the covenants, terms, and conditions of a Deed of Trust Note dated November 30, 2007, and the Deed of Trust of even date securing the same, recorded December 4, 2007, as Instrument No. 20071204-0140536 in Office of the Register of Deeds for Davidson County, Tennessee, executed by Carol Jenkins and Saul Jenkins, conveying certain property therein described to Robert M. Wilson, Jr. as Trustee for Mortgage Electronic Registration Systems, Inc., as a separate corporation that is acting solely as a nominee for Countrywide Bank, F.S.B. and Countrywide Bank, F.S.B.'s successors and assigns; and the undersigned, Wilson & Associates, P.L.L.C., having been appointed Successor Trustee.

Legals

NOW, THEREFORE, notice is hereby given that the entire indebtedness has been declared due and payable; and that an agent of Wilson & Associates, P.L.L.C., as Successor Trustee, by virtue of the power, duty, and authority vested in and imposed upon said Successor Trustee will, on June 27, 2012 on or about 10:00 A.M., at the Bridgestone Arena, Nashville, Tennessee, offer for sale certain property hereinafter described to the highest bidder FOR CASH, free from the statutory right of redemption, homestead, dower, and all other exemptions which are expressly waived in the Deed of Trust, said property being real estate situated in Davidson County, Tennessee, and being more particularly described as follows:

Being Lot number 115 on the plan of Dr. V. S. Linsley's Addition to Edgefield, now East Nashville, as of record in Book 57, page 25, Registers Office for Davidson County, Tennessee. Said Lot fronts 50 feet on the easterly side of North 2nd Street and runs back between parallel lines 174 half feet to an alley.

ALSO KNOWN AS: 817 North 2nd Street, Nashville, Tennessee 37207

The HB 3588 letter was mailed to the borrower(s) pursuant to Tennessee Code Annotated 35-5-117. This sale is subject to all matters shown on any applicable recorded plat; any unpaid taxes; any restrictive covenants, easements, or setback lines that may be applicable; any statutory rights of redemption of any governmental agency, state or federal; any prior liens or encumbrances as well as any priority created by a fixture filing; and to any matter that an accurate survey of the premises might disclose. In addition, the following parties may claim an interest in the above-referenced property: Carol Jenkins; Saul Jenkins; Mike O'Neil; Stones River Electric, Inc.; Nashboro Village Sites

The sale held pursuant to this Notice may be rescinded at the Successor Trustee's option at any time. The right is reserved to adjourn the day of the sale to another day, time, and place certain without further publication, upon announcement at the time and place for the sale set forth above.

W&A No. 726 198657

DATED May 24, 2012

WILSON & ASSOCIATES, P.L.L.C., Successor Trustee

DSaleNoticeTN-Shellie_tcrow_120524_1044

FOR SALE INFORMATION, VISIT WWW.MYFIR.COM and WWW.REALTYTRAC.COM

NS May 31, June 7, 14, 2012

SUBSTITUTE TRUSTEE SALE NOTICE

WHEREAS, Nancy Lee Witt Martin, single, by way of a Deed of Trust, dated May 2, 2002, of record in Instrument Number 20020520-0060997, Register's Office for Davidson County, Tennessee, conveyed to R. Grattan Brown Jr., and Charles A. Neale, Trustee, for the benefit of National Bank of

Legals

Commerce (hereinafter may be referred to as "Lender"), Beneficiary, the hereinafter described real property, to which reference is hereby made, and to secure payment of indebtedness then existing or to arise thereafter. The term "Deed of Trust" shall include any and all modifications, renewals, extensions or amendments thereto, whether noted above or otherwise; WHEREAS, SunTrust Bank, successor by merger to National Bank of Commerce, the beneficiary of the indebtedness and Deed of Trust, did appoint Heather D. Wood as Substitute Trustee, by instrument of record in Instrument Number 20120511-0040827, Register's Office for Davidson County, Tennessee; WHEREAS, Default in the payment of the note secured by said Deed of Trust has been made; WHEREAS, if applicable, the notice requirements of Tennessee Code Annotated § 35-5-117 have been met; WHEREAS, the owner and holder of said note has demanded that the property securing the Deed of Trust be advertised and sold, in accordance with the terms and provisions of the applicable note and Deed of Trust; and NOW THEREFORE, notice is hereby given that Heather D. Wood, Substitute Trustee, or agent, pursuant to the power, duty and authority vested in and imposed upon in said Deed of Trust will on FRIDAY, JUNE 8, 2012 AT 10:00 AM LOCAL TIME OUTSIDE THE FRONT DOOR, FACING THE NEW PUBLIC SQUARE PARK, OF THE HISTORIC DAVIDSON COUNTY COURTHOUSE, ONE PUBLIC SQUARE, IN NASHVILLE, DAVIDSON COUNTY, TENNESSEE, offer for sale to the highest bidder for cash and free from the equity of redemption, the statutory right of redemption, homestead, and all exemption/exceptions which are expressly provided in said Deed of Trust, certain real property situated in Davidson County, described as follows: All that Parcel of land in City of Nashville, Davidson County, State of Tennessee, as more fully described in Deed Book 9306, page 648, ID # 133-16-43, being known and designated as Lot 10, Highview Acres, filed in Plat Book 2331, page 52, recorded August 4, 1955. Being the same property conveyed to Nancy Lee Witt Martin by Deed from Milton E. Henderson, Trustee, dated April 8, 1994, of record in Book 9306, page 648, Register's Office for Davidson County, Tennessee.

Property also described as: The following described tract of parcel of land located in Davidson County, Tennessee and more particularly described as follows: Being Lot No. 10 on the Plan of Highview Acres, as of record in Book 2331, Page 52, Register's Office for Davidson County, described as follows: Beginning at a point in the easterly margin of Aster Drive, the common corner of Lots Nos. 10 and 11; thence with the line between said two lots easterly 143 feet to a point; thence northerly 105 feet to a point in the

Legals

southerly margin of an unnamed Drive; thence with the margin of the same, westerly 118 feet to the beginning of a curve; thence around said curve in a southwesterly direction 39.3 feet to a point in the easterly margin of said Aster Drive; thence with the margin of the same southerly 80 feet to the point of beginning. Being the same property conveyed to Nancy Lee Witt Martin by Deed from Milton E. Henderson, Trustee, dated April 8, 1994, of record in Book 9306, page 648, Register's Office for Davidson County, Tennessee.

Property Address: 4845 Aster Drive, Lot No. 10 Nashville, Davidson County, Tennessee 37211

Map-Par. No.: 133-16-0-043.00

(The legal description and map and parcel above are believed to be correct; but same is not part of the legal description of the property sold herein and in the event of any discrepancy, the legal description herein shall control.) This sale is subject to all matters shown on any applicable recorded document, including but not limited to any applicable recorded plan, plat, charter, restriction, judgment(s), notice of governmental entity, or declaration of taking(s); any prior lien(s) of record; unpaid taxes and assessments which exist as a lien against said properties; any restrictive covenant(s), easement(s) or setback line(s) that may be applicable; any rights of redemption not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal; and any prior deeds of trust, 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 accurate survey of the premises might disclose. The transfer shall be AS IS, WHERE IS, AND WITH ALL FAULTS, and without warranty of any kind, express or implied, as to the condition of such property and the improvements located thereon, including merchantability or fitness for particular purpose.

Trustee shall make no covenant of seisin or warranty of title, express or implied, and will sell and convey the subject real property by Substitute Trustee's Deed only. The Substitute Trustee, in order to accomplish the most advantageous sale and consequent discharge of his obligation under the Deed of Trust, reserves the right to do any or all of the following, without further publication and upon announcement at the time and place for the sale set forth herein:

1. To adjourn the sale to another time during regular business hours on a different day or place or cancel/rescind the sale;
2. To delay the sale for a reasonable time during regular business hours on the same day, to be continued at the announced place and time, and to this end

Legals

Substitute Trustee reserves the right to delay the sale of the Property to take place at the actual Property location(s) or at such other location as is orally announced and in such instance, the precise time of sale or sales will be announced at the time and place for the sale set forth herein;
3. To sell the Property at the time fixed by the last postponement or to give new notice of sale;
4. To sell the secured property in such lots, parcels, segments or separate estates as may accomplish the most advantageous sale and consequent discharge of his or her trust obligation under the circumstances, and to this end Substitute Trustee may sell the property first in whole and then in part, and ultimately consummate the sale in which ever manner produces the most advantageous result.
5. To sell part of the Property and. delay, adjourn, cancel or postpone the sale of the remaining part of the Property;
6. To sell the Property to the next highest bidder in the event any higher bidder does not comply with the terms of the sale.

Other interested parties: Tax Assessor for Davidson County, Tennessee; Regions Bank; Nancy Lee Witt Martin, and SunTrust Bank;

This the 11th day of May, 2012.

Heather D. Wood

CHAFFIN & BURNSED, PLLC

2909 Poston Avenue

Fridrich Building, First Floor

Nashville, TN 37203

615.460.7478

THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

NS May 17, 24, 31, 2012

NOTICE OF FORECLOSURE SALE

Default having occurred under a Deed of Trust (the "Deed of Trust") dated October 20, 2005 executed by Lisa M. Chapman in favor of J. Overton Colton, as trustee, and Nashville Bank and Trust Company ("Beneficiary"), as beneficiary, of record as Instrument Number 20051028-0130579, Register's Office for Davidson County, Tennessee ("RODC"); and Charles B. Reasor III (the "Successor Trustee") having been duly appointed successor trustee under the Deed of Trust by an instrument of record as Instrument Number 20120522-0044517, RODC; NOW, THEREFORE, I, Charles B. Reasor III, as successor trustee and not otherwise, acting upon the demand of Beneficiary, which is the lawful owner and holder of the indebtedness secured by the Deed of Trust, will on Thursday, June 21, 2012 at 11:00 a.m. (eleven o'clock in the morning) in Nashville, Tennessee, on the south steps of the Davidson County Courthouse, located at 1 Public Square, Nashville, Tennessee 37201, sell at public auction to the highest bidder for cash, free from the equity of redemption, any statutory or common law right of redemption, homestead, dower, marital share, and all other exemptions, the real property (the "Property") in Davidson County,