Tax Reference: **043-15-0-178.00**
This instrument prepared by:
WINCHESTER, SELLERS,
FOSTER & STEELE, P.C.
P.O. Box 2428
Knoxville, Tennessee 37901
Phone: (865) 637-1980

Davidson County DEEDTRS
Recvd: 10/01/12 14:35 4 pgs
Fees:23.00 Taxes:233.10
20121001-0089285

Responsible Taxpayer and Property Owner:

Name: Vanderbilt Mortgage and Finance, Inc. Address: P.O. Box 9800
City: Maryville State: TN Zip: 37802

I, or we, hereby swear or affirm that the actual consideration for the transfer or value of the property transferred, whichever is greater, is $63,000.00 which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Sworn to and subscribed before me, this
1st day of October, 2012.

Pamela M. Hopper
Notary Public

My Commission Expires: 4/1/13

PAMELA M. HOPPER STATE OF TENNESSEE NOTARY PUBLIC KNOX COUNTY

TRUSTEE'S DEED

This instrument made this 1st day of October, 2012, by and between **ANTHONY R. STEELE**, Trustee, of Blount County, Tennessee, party of the first part, and **Vanderbilt Mortgage and Finance, Inc.**, of Blount County, Tennessee, party(ies) of the second part.

WITNESSETH:

THAT, WHEREAS, on April 10, 2007, CYNTHIA D. CARTER, an unmarried woman, duly executed and acknowledged a Deed of Trust, as recorded at **Instrument No. 20070413-0044799** ("Deed of Trust") in the Register's Office for Davidson County, Tennessee, conveying to Anthony R. Steele, Trustee, the hereinafter described real estate, to secure payment of an indebtedness, together with fees and costs necessary to enforce the collection thereof, said note being incorporated in said Deed of Trust by reference, said real estate being more particularly bounded and described as follows:

Land lying within the 9th Councilmanic District of Nashville, Davidson County, Tennessee and being the property of TCMC Masdison-Portland, Inc., Map 43-15, Parcel 178 of record in Instrument Number 20060403-0037167, Register's Office for Davidson County, Tennessee and being described according to a boundary survey by Hart, Freeland, Roberts, Inc., Stanley K. Draper, RLS #2389, dated 11-22-06, and being more particularly described as follows:

Beginning at an iron pin old in the Easterly right-of-way line of Larkin Springs Road, being the Southwesterly corner of the Gertie Ingle property of record in Deed Book 4347, Page 474; Thence, S 82 deg 38' 07" E, 396.95 feet to an iron pin old in the Westerly line of the Frank Bradley property, of record in Deed Book 5420, Page 361; Thence, S 6 deg 35' 55" W, passing an iron pin old at 100.00 feet, a total distance of 115.00 feet to an iron pin old at the Northeast corner of the Marcus Wilson property of record at Instrument No. 20000731-0075197; Thence, N 85 deg 00' 09" W, 331.70 feet to a railroad spike old; Thence, S 80 deg 44' 08" W, 71.40 feet to an iron pin old is said easterly right-of-way line of Larkin Springs Road; Thence, with said right-of-way line, N 7 deg 52' 47" E, 149.13 feet to the POINT OF BEGINNING.

This being the same property conveyed to Cynthia D. Carter, unmarried by Special Warranty

Deed dated April 10, 2007 and recorded on April 13, 2007 in Instrument No. 20070413-0044798 in the Register's Office for Davidson County, Tennessee.

Property Address: 221 Larkin Springs Road, Madison, Davidson County, Tennessee
Tax Map Identification No.: 043-15-0-178.00 (However, the property description shall control in the event of any inconsistencies between the description and address or tax identification number).
TCA 35-5-117 Compliance: A Notice of Right to Foreclose letter was transmitted by Vanderbilt Mortgage and Finance, Inc. on July 2, 2012.

No updated boundary survey has been obtained at the time of this conveyance.

WHEREAS, default has been made in the payment of the total amount due and payable as provided in the obligations secured by the Deed of Trust, which total amount was past due at the time the foreclosure of said Deed of Trust was begun, and the owner and/or holder of said obligations directed the party of the first part to foreclose said Deed of Trust in accordance with the terms and provisions thereof and to sell the real estate above described; and

WHEREAS, party of the first part did advertise the sale of said real estate herein described, as provided in said Deed of Trust, in a local newspaper published in Davidson County, Tennessee, to-wit, The Tennessean, giving the time, place and terms of said sale; and

WHEREAS, on the 1st day of October, 2012, at the hour of 10:00 o'clock a.m. local time, at the Courthouse in Nashville, Davidson County, Tennessee, the time and place fixed in the advertised Notice of Sale, the foregoing described real estate was offered for sale at public auction FOR CASH to the last, highest and best bidder free from all equitable rights of redemption, statutory right of redemption, homestead, dower, marital share and all other exemptions and redemptive rights of every kind, the same having been waived by the terms of said Deed of Trust, and being cried for a reasonable time, was finally sold to the party(ies) of the second part, at a bid of $63,000.00 party(ies) of the second part being the highest and best bidder(s), which purchase price was paid to party of the first part and then applied by party of the first part as directed and provided in said Deed of Trust;

WHEREAS, said sale also included as advertised in the Notice of Sale an affixed manufactured home referenced as one (1) 2005 CMH Mountaineer Manufactured Home bearing Serial Number CAP018162TNAB and all furnishings, furniture, fixtures, trade fixtures, and all other personal property of any kind of the Grantors' attached thereto together with any and all accessories, parts, additions, accessions, and substitutions now in existence or after-acquired and otherwise available for sale with all proceeds or replacements thereof.

NOW, THEREFORE, in consideration of the premises and the said purchase price bid and paid, party of the first part, as Successor Trustee, does hereby grant, bargain, sell, transfer, and convey unto the said party(ies) of the second part the real estate and personal property hereinbefore described, TO HAVE AND TO HOLD the same, together with all of the hereditaments, improvements, buildings, easements and appurtenances therein and thereunto belonging and appertaining, and free from the right and equity of redemption, homestead, dower and all other exemptions of any and every kind in the makers of said Deed of Trust, and all persons claiming through and under said makers.

Party of the first part as Trustee, does hereby transfer, assign, and set over unto the party(ies) of the second part, his (their) heirs, executors, administrators, representatives, successors and assigns, all of the covenants and warranties contained in the aforesaid Deed of Trust, and does hereby warrant the title to the aforesaid real estate as fully and completely as he is authorized to do as such Trustee, but no further or otherwise; provided, however, this conveyance is SUBJECT TO any rights of redemption held by federal or state governmental authorities (if noted herein), priority tax liens, prior encumbrances, objections, conditions, restrictions, and any current or delinquent ad valorem property taxes which may be recorded or applicable to said property, including any applicable personal property, business, or other local taxes.

The designation of the parties to this instrument in either the plural or singular shall be applied to mean either number, and where appropriate in the context hereof, shall mean any one or more of said parties, and any pronoun used herein shall include the masculine, feminine and neuter genders.

IN WITNESS WHEREOF, party of the first part has hereunto set his hand and seal the day and year first above written.

ANTHONY R. STEELE, Trustee

STATE OF TENNESSEE)
: ss
COUNTY OF KNOX)

Personally appeared before me, Pamela M. Hopper, a duly commissioned Notary Public in and for the County and State aforesaid, ANTHONY R. STEELE, Trustee, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand at office this the 1st day of October, 2012.

Pamela M. Hopper
Notary Public

PAMELA M. HOPPER
STATE OF TENNESSEE NOTARY PUBLIC KNOX COUNTY

My Commission Expires: 4/1/13

True Copy Certification

I, Ashley E. Perkins, do hereby make oath that I am 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.

Ashley E. Perkins
Signature

STATE OF TENNESSEE)
)
COUNTY OF KNOX)

Personally appeared before me, Pamela M. Hopper, a notary public for this county and state, Ashley E. Perkins, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Pamela M. Hopper
Notary's Signature

My Commission Expires: 4/1/13
Notary's Seal:

