BILL GARRETT, Davidson County
Trans:T20120084664 DEEDTRS
Recvd: 11/06/12 08:42 3 pgs
Fees:18.00 Taxes:247.90
20121106-0102138

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

FORECLOSURE DEED

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

043-01-0
112.00

Name of New Owner and Address of Property:	F&M Real Estate Transfer Corporation 107 Sarver Avenue Madison, TN 37115 M/P 043-01-0-112.00
Name/Address of Entity Responsible for Property Taxes:	F&M Real Estate Transfer Corporation 50 Franklin Street Clarksville, TN 37040

On June 14, 2006, by Deed of Trust placed of record on June 23, 2006 at 2:48 p.m., in Instrument No. 20060623-0075412, as corrected in Instrument No. 20060822-0103215, as modified in the Modification Agreement placed of record in Instrument No. 20100727-0058672, with reference to the Affidavit placed of record in Instrument No. 20091119-0106399, with reference to the corrected certificate place of record in Instrument No. 20101109-0090067, as further modified in the Modification Agreement placed of record in Instrument No. 20100727-0058672, all in the office of the Register of Deeds for Davidson, Tennessee (the "Deed of Trust"), Robert B. Keels and Angela Keels (the "Mortgagor") conveyed to Jonathan R. Vinson, 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 The Holder, in accordance with the terms and conditions of the Deed of Trust, has instructed the 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 September 21, 2012, September 28, 2012, and October 5, 2012 said sale would be held on Friday, October 12, 2012 at 11:00 a.m., prevailing time, offer for sale and sell at the front door of the Davidson County Register of Deeds, Nashville, Tennessee.

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 Sixty Seven Thousand and 00/Dollars ($67,000.00).

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:

> Being part of Lot Number "M" on the Plan of W.P. Ready Subdivision of the E.M. Thorton tract in Old 19th Civil District of Davidson County, Tennessee, as of record in Book 161, Page 157, of the Register's Office for Davidson County, Tennessee, a corrected map of which is of record in Book 332, Page 110, of the Register's Office for Davidson County, Tennessee, described as follows: Beginning at an iron pin and post in the North margin of Madison Avenue, said pipe and post being the common corner of Lots "M" and "L" in the above described subdivision, running Northwardly with the boundary line between said two lots "M" and "L" 360 feet to an iron pipe; thence Westwardly and parallel with the North margin of Madison Avenue, 208.1 feet to an iron pipe; thence Southwardly and parallel with the East line of Lot ":M" in the above mentioned subdivision, 260 feet to an iron pipe the North margin of Madison Avenue, thence Eastwardly with the North margin of said Madison Avenue 208.1 feet to the beginning.
>
> BEING the same property conveyed to Robert B. Keels and Angela Keels by Special Warranty Deed from Wells Fargo Bank Minnesota, N.A., as Trustee for the Delta Funding HEL Trust 2000-02, dated 7/29/2004 and filed of record in Instrument No. 20040730-0091455, Register's Office for Davidson County, Tennessee.

Said sale will be held subject to (1) all accrued taxes; (2) all terms, matters and conditions on the plat of record in Instrument No. 20060317-0031076, Register's Office for Davidson County, Tennessee; (3) rights of tenants in possession under unrecorded leases; (4) all matters on a recorded plan, restrictive covenants, easements, or setback lines that may be applicable; (5) any matters, liens or encumbrances as well as any priority created by a fixture filing which would take priority to the Deed of Trust under which the above-described sale is conducted; and, (6) 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 12 day of October, 2012.

GRANTOR:

JONATHAN R. VINSON, Trustee

By: _____
JONATHAN R. VINSON,
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, 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 12 day of October, 2012.

TRACY L. NYDER STATE OF TENNESSEE NOTARY PUBLIC MONTGOMERY COUNTY

_____
Notary Public Seal

My Commission Expires: 6/15/16

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 $67,000.00, 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 12 day of October, 2012.

TRACY L. NYDER STATE OF TENNESSEE NOTARY PUBLIC MONTGOMERY COUNTY

_____
Notary Public Seal

My Commission Expires: 6/15/16