SEND TAX BILLS TO AND
NEW PROPERTY OWNER IS:
ERIC L. SOX
7051 hwy 70 South - 315
Nashville TN 37221

THIS INSTRUMENT PREPARED BY
KELLY & SMITH
LAW OFFICES
GALLATIN, TENNESSEE 37066

Map and Parcel 03402003500

TRUSTEE'S DEED

THIS INSTRUMENT made and entered into on this the 20th day of February, 2013 by and between PHILIP KELLY, TRUSTEE, PARTY OF THE FIRST PART, and WILLIAM D. FIELDS, PARTY OF THE SECOND PART;

BILL GARRETT, Davidson County
Trans:T20130014310 DEEDTRS
Recvd: 02/20/13 15:14 3 pgs
Fees:18.00 Taxes:462.50
20130220-0017102

WITNESSETH:

WHEREAS, HENRIETTA FARMER AND HAL T. FARMER by a Deed of Trust dated the 12th day of July, 2006, and of record as Instrument No. 20060720-0088859, in the Register's Office of Davidson County, Tennessee, conveyed to WILLIAM T. FIELDS, Trustee, an interest in and to the hereinafter described property to secure the payment of a Promissory Note described in said Deed of Trust, which Note is presently held and owned by WILLIAM D. FIELDS; and

0087859

WHEREAS by Appointment of Substitute Trustee dated December 18, 2012 and of record as Instrument No. 20130110-0003379, said Register's Office, William D. Fields appointed Philip Kelly, as Substitute Trustee; and

WHEREAS, in pursuance of said request by said beneficiary, advertisement and notice of sale identifying all interested parties of said property was made and given conformity with the terms and provisions of said Deed of Trust and Tenn. Code Ann. Sec. 35-5-104 said advertisement began on January 18, 2013 and was advertised a total of three times prior to actual sale date. The beneficiary's Notice of Foreclosure was mailed to the Borrowers on October 4, 2012 pursuant to Tennessee Annotated 35-5-117; and

WHEREAS, default was made in the payment of said note, holder thereof having directed the PARTY OF THE FIRST PART to sell said property as provided by said trust deed; the PARTY OF THE FIRST PART, did, by publication in THE TENNESSEAN/DAVIDSON advertise said property to be sold on this date, and pursuant to said publication, on this date, during legal hours, the PARTY OF THE FIRST PART offered said property for sale on the premises, after receiving competitive bids, sold said property to ERIC L. SOX, his heirs and

assigns, at the sum of SIXTY THOUSAND ONE AND NO/100 ($60,001.00) DOLLARS, this being the highest, last and best bid.

NOW, THEREFORE, THIS DEED WITNESSETH: THAT FOR AND IN CONSIDERATION of the sum of SIXTY THOUSAND ONE AND NO/100 ($60,001.00) DOLLARS, cash in hand paid, the receipt of which is hereby acknowledged, the PARTY OF THE FIRST PART has this day bargained and sold and does hereby sell, transfer and convey unto ERIC L. SOX, his heirs and assigns, the following described tract or parcel of land situated in Davidson County, Tennessee, as follows:

> Property located at 200 Cude Lane, Davidson County, Tennessee, Madison, TN 37115 AND:
>
> BEGINNING at a point on the westerly margin of Cude Lane at the southeast corner of Lloyd B. Smith land, being approximately 1800 feet from Gallatin Pike; thence with the Smith's southerly line South 44 deg. 17 min. West 382.2 feet to a point in the north line of Lot 36 Shepherd Hills Subdivision, Section II, not of record; thence with the north line of said lot, North 66 deg. 44 min. East 382.5 feet to the westerly margin of Cude Lane; thence with the margin of the same northwestwardly along a slight curve, 150 feet to the beginning, being triangular in shape.
>
> BEING the same property conveyed to Henrietta Farmer and Hal T. Farmer by deed from Maurice A. Spence and wife, Robin D. Spence filed for record in Instrument No. 20060720-0087858, Register's Office of Davidson County, Tennessee.

The address of the above described property is 2300 Cude Lane, Madison, TN 37115.

The land described herein is conveyed subject to the rights of the United States to redeem the land as provided for in 26 U.S.C. Section 7425 (d) (1).

The land described herein is conveyed subject to the rights of the State of Tennessee to redeem the land as provided for in T.C.A. 67-1-1433 (b)(1).

TO HAVE AND TO HOLD the above described lot or parcel of land, together with all the improvements thereon and the appurtenances thereunto belonging, unto the said GRANTEE, his/her/their heirs and assigns, in fee simple forever, and in bar of all right or equity or redemption.

AND PARTY OF THE FIRST PART as TRUSTEE, does hereby transfer, assign, and set over unto the PARTIES OF THE SECOND PART all of the covenants and warranties contained in the aforesaid deed of trust and does hereby warrant the title as fully as he is authorized to do as TRUSTEE, but no further or otherwise. Subject to any and all unpaid taxes that may be a lien against the property and any and all other liens or other rights which take priority over the Deed of Trust upon which this foreclosure sale is had.

WITNESS my hand this the 20th day of February, 2013.

PHILIP KELLY, SUBSTITUTE TRUSTEE

STATE OF TENNESSEE

COUNTY OF SUMNER

PERSONALLY appeared before me, the undersigned, a Notary Public in and for said County and State, the within named PHILIP KELLY, SUBSTITUTE TRUSTEE, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at office on this the 20th day of February, 2013.

NOTARY PUBLIC

ANN G. TALBERT
STATE OF TENNESSEE NOTARY PUBLIC
SUMNER COUNTY
My Commission Expires 04-19-2016

MY COMMISSION EXPIRES: _____

OATH

STATE OF TENNESSEE

COUNTY OF SUMNER

I, or We, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is $60,001.00, which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale.

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER FOR THIS TRANSFER IS
$125,000

AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 20 DAY OF February 20 13

Brandi Wells
Deputy Register

SUBSCRIBED and sworn to before .3.

NOTARY PUBLIC

MY COMMISSION EXPIRES:_____