BILL GARRETT, Davidson County
Trans:T20130040153 DEEDTRS
Recvd: 05/14/13 12:25 5 pgs
Fees:28.00 Taxes:314.50
20130514-0048550

Box 31-B
SHR
MGA

This Instrument Prepared By:
Sherrard & Roe, PLC (MGA)
150 Third Avenue South, Suite 1100
Nashville, TN 37201

SUBSTITUTE TRUSTEE'S DEED

Address New Owner as Follows:	Send Tax Bills To:	Map/Parcel Number:
Bay Cities Bank	Same	14202009800
4301 W. Boy Scout Blvd., Ste 150		
Tampa FL 33607		

WHEREAS, Fumitsugu Endo (the "Grantor") by that certain Deed of Trust (hereinafter referred to as "Deed of Trust"), dated August 14, 1997, recorded in Book 10574, page 616, in the Register's Office of Davidson County, Tennessee (the "Register's Office"), conveyed to First Title Corporation of Davidson County, Tennessee, Trustee, the hereinafter described property to secure the payment of certain indebtedness owed to BFSB Financial Services, Inc. dba West Bay Mortgage, said Deed of Trust was assigned to Bay Cities Bank by Assignment of record in Instrument No. 20121009-0092563, Register's Office for Davidson County (the "Lender"), as described in the Deed of Trust (the "Indebtedness");

WHEREAS, the Lender is the owner and holder of the Indebtedness;

WHEREAS, default(s) on the Indebtedness have occurred, the Indebtedness has been declared due and payable as provided in the Deed of Trust, and the Indebtedness has not been paid;

WHEREAS, Lender, as the owner and holder of the Indebtedness, has demanded that the hereinafter described property be advertised and sold in satisfaction of said Indebtedness and the costs of said foreclosure in accordance with the terms and conditions of the Deed of Trust; and

WHEREAS, the undersigned, Michael G. Abelow of Davidson County (the "Substitute Trustee"), has been appointed Substitute Trustee in the place and stead of First Title Corporation of Davidson County, Tennessee, Trustee, by appointment recorded in Instrument No. 20130412-0036660, in the Register's Office;

WHEREAS, Pursuant to U.S.C. Section 7425 (b) notice was given to the United States with respect to its lien against the property of record as Instrument No. 20050121-0007782, Register's Office of Davidson County, Tennessee.

WHEREAS, Lender, as the owner and holder of the Indebtedness, has demanded that the hereinafter described property be advertised and sold in satisfaction of said Indebtedness and the costs of said foreclosure in accordance with the terms and conditions of the Deed of Trust; and

WHEREAS, Lender directed Substitute Trustee to sell the Property, and the Substitute Trustee caused notice to be published in The Nashville Scene that the Property would be sold at 10:00 a.m., prevailing central time, on May 13, 2013, at the front steps of the Davidson County Courthouse, Nashville, Tennessee (the "Foreclosure Notice"), such Foreclosure Notice appearing in said paper on April 18, April 25, and May 2, 2013; and

WHEREAS, the Substitute Trustee further sent a copy of the Foreclosure Notice to Grantor, and following the appearance of the Foreclosure Notice in said newspaper the default was not cured;

WHEREAS, on the Foreclosure Date, the Substitute Trustee offered the Property for sale and after opening the floor for competitive bids, sold the Property to the Lender at a credit bid of $85,000.00 (the "Bid"), this being the highest, last and best bid. Lender has directed that the Property be conveyed to Bay Cities Bank.

NOW, THEREFORE, the undersigned, Michael G. Abelow, Substitute Trustee, in consideration of the sum of $85,000.00, to me in hand paid as a credit bid, the receipt of which is hereby acknowledged by these presents do transfer and convey unto Bay Cities Bank, a Florida corporation (the "Grantee") all of my right, title and interest in and to the following described real estate, together with all improvements, appurtenances, all easements serving or benefiting the property, and any and all fixtures and improvements attached to the property, if any, but no further or otherwise, located in Davidson County, Tennessee (collectively, the "Property"), and more particularly described as follows, to wit:

A certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:

Land in Davidson County, Tennessee, being Lot No. 107, on the Plan of Cross Timbers, Section 3, of record in Plat Book 4175, page 21, Register's Office for Davidson County, Tennessee, to which Plan reference is here made for a more complete and accurate legal description.

Being the same property conveyed to Fumitsugu Endo, unmarried, by deed from Michael D. Shmerling and wife, Lisa A. Shmerling, of record in Book 9271, page 951, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD the Property, and free from the equity of redemption, the statutory right of redemption, homestead, and dower and all other exemptions, as provided in, but only to the extent provided in, said Deed of Trust.

The Property is sold AS IS, WHERE IS, without representation or warranties from Substitute Trustee of any kind whatsoever whether express or implied, and by accepting this Substitute Trustee's Deed, Grantee represents and warrants that it has conducted its own due diligence with regard to the Property and matters of title related to the Property, and represents and warrants that it has not relied on any statement or action made by Substitute Trustee. Without limiting the foregoing, THE PROPERTY IS SOLD WITHOUT ANY IMPLIED

WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. Substitute Trustee makes no covenant of seisin, marketability of title or warranty of title, express or implied.

This conveyance is subject to any and all liens (including Metropolitan Nashville and Davidson County taxes for 2013, and subsequent years, and any other tax or assessment which may be a lien against the Property), defects, encumbrances, easements, restrictive covenants, conveyances, adverse claims and other matters which take priority over the Deed of Trust upon which this foreclosure sale is had, which may include some or all of the matters described in Exhibit A attached hereto, rights of parties in possession, if any, and any rights of redemption (statutory or otherwise) not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal, which have not been waived by such governmental agency, and matters that take priority over the Deed of Trust which an accurate survey of the Property might disclose.

This conveyance is subject to the statutory right of the United States to redeem pursuant to 26 U.S.C. § 7425(d).

(remainder of page intentionally left blank)

IN WITNESS WHEREOF, the said Michael G. Abelow, Substitute Trustee, has executed this instrument as of the 13th day of May, 2013.

Michael G. Abelow, Substitute Trustee

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said State and County, the within named Michael G. Abelow, 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 in Nashville, Tennessee this 13th day of May, 2013.

Notary Public

My Commission Expires: Sep. 8, 2013

PERSEPHONE GODWIN STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

NOTARY PUBLIC
Persephone Godwin
My Commission Expires
September 8, 2013
STATE OF TENNESSEE

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $85,000.00.

Affiant

Subscribed and sworn to before me this 13th day of May, 2013.

Notary Public

My Commission Expires: Sep. 8, 2013

PERSEPHONE GODWIN STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

NOTARY PUBLIC
Persephone Godwin
My Commission Expires
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STATE OF TENNESSEE

EXHIBIT A

1. Taxes for the year(s) 2013 and thereafter, a lien not yet due and payable

2. Matters shown on the Plan of record in Plat Book 4175, page 21, Register's Office for Davidson County, Tennessee.