Name and address of new owner and send tax bills to:
The Housing Fund
305 11th Avenue South
Nashville, TN 37203

BILL GARRETT, Davidson County
Trans:T20130059536 DEEDTRS
Recvd: 07/12/13 12:18 3 pgs
Fees:18.00 Taxes:192.81
20130712-0072291

Prepared by:
David G. Mangum
Attorney at Law
2303 Franklin Road
Nashville, TN 37204

MAP-PARCEL NO.: 105 03 0 D 006.00

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, under a Deed of Trust dated April 27, 2012, recorded in Instrument No. 20120510-0040683, and subject to Permitted Mortgage Agreement of record in Instrument No. 20120510-0040684 and subject to Declaration of Covenants, Conditions and Restrictions of record in Instrument No. 20120510-0040685 and Collateral Assignment of record in Instrument No. 20120510-0040686, Register's Office, Davidson County, Tennessee, **Chiquita Fields**, conveyed to Loretta C. Owens, Trustee, the hereinafter described property to secure the therein mentioned indebtedness; and

WHEREAS, by instrument dated June 12, 2013, and recorded in Instrument No. 20130613-0060697, Register's Office, Davidson County, Tennessee, the lawful owner and holder of the indebtedness described in and secured by the aforementioned Deed of Trust, nominated and appointed David G. Mangum as Substitute Trustee; and

WHEREAS, default having been made in the terms, conditions, and payments made and provided for in said Deed of Trust, and the lawful owner and holder of said indebtedness having declared the entire debt and interest due and payable; and

WHEREAS, the lawful owner and holder of said indebtedness having requested David G. Mangum, Substitute Trustee, to sell said property in satisfaction of the indebtedness; and

WHEREAS, I, David G. Mangum, Substitute Trustee, did give 22 days notice of the time, place and terms of the sale by an advertisement in three weekly publications in the *The Davidson AM, of The Tennessean*, a newspaper published in Davidson County, Tennessee, said advertisement appearing in the editions of said newspaper under the dates of June 21, June 28 and July 5, 2013, stating that on Friday, July 12, 2013, at 12:00 Noon, in the hallway outside the entrance to the Davidson County Register of Deeds Office located inside the Bridgestone Arena, 501 Broadway, Downtown Nashville, Tennessee, said property hereinafter described would be sold to the best and highest bidder for cash at public outcry, free from the equity of redemption, homestead, dower, and all other exemptions which are expressly waived in said Deed of Trust, but subject to any and all unpaid real estate taxes; and **SUBJECT** to a prior mortgage securing 1208 Third Avenue South, Unit 6, Nashville, TN 37210 of record in Instrument No. 20120510-0040682, said Register's Office; and

WHEREAS, I David G. Mangum, Substitute Trustee, did comply with Tennessee Code Annotated, Section 35-5-101, and as amended by Title 35-5-117, House Bill 3588, enacted by

the General Assembly of the State of Tennessee on April 12, 2010 and effective on or after July 1, 2010 in regards to "owner-occupied" property.

WHEREAS, on said date at the time and place stated in said advertisement, and on said terms, I, David G. Mangum, Substitute Trustee, offered said property for sale at public outcry and sold said property to **The Housing Fund**, its successors and assigns for **$52,111.28**, which amount was the highest, best, and last bid.

NOW THEREFORE, FOR AND IN CONSIDERATION OF THE SUM of the highest, best, and last bid, as set out above, cash in hand paid, the receipt of which is hereby acknowledged, I, **David G. Mangum, Substitute Trustee**, do hereby bargain and sell, and by these presents transfer and convey unto the said **The Housing Fund**, (hereinafter referred to as Grantee), its successors and assigns, the following described property, to wit:

Land in Davidson County, Tennessee, being Private Element Unit 6 on the Plan for Townhomes at 1208 3rd Avenue South, Horizontal Property Regime with Private Elements as defined in Tenn. Code Ann. §66-27-101 et seq. located in Nashville, Davidson County, Tennessee, and described in a Declaration of Covenants, Conditions and Restrictions for Townhomes at 1208 3rd Avenue South, Horizontal Property Regime with Private Elements of record in Instrument Number 20110726-0057015, Register's Office for Davidson County, Tennessee, to which reference is hereby made. The easements, restrictive covenants conditions and regulations imposed upon and relating to the units, property, co-owners and tenants of Townhomes at 1208 3rd Avenue South, Horizontal Property Regime with Private Elements, contained in said Declaration, the plat filed as Exhibit "B" to said Declaration appearing in Instrument Number 20110726-0057015, said Register's Office, are hereby incorporated hereby reference and made a part hereof the same as though copied herein for a more complete identification and description of said Unit.

DEED REFERENCE:
BEING the same property conveyed to Chiquita M. Fields, single and unmarried, from J2K Builders, LLC, by deed on April 27, 2012, of record in Instrument No. 20120510-0040681, said Register's Office.

This property is sold SUBJECT to a first mortgage in favor of Pinnacle National Bank in the original principal amount of $89,475.00, of record in Instrument No. 20120510-0040682, said Register's Office, as well as SUBJECT to all existing easements, setback lines and restrictions of record in said Register's Office including but not limited to Restrictive Covenants contained in instrument of record in 20110614-0045436 and 20110726-0057015, said Register's Office.

MAP/PARCEL: 105-03-0 D 006.00
PROPERTY ADDRESS: 1208 3rd Avenue South, Unit 6, Nashville, TN 37210, as shown on the tax maps of Assessor of Property for Davidson County, TN.

This sale is subject to any and all unpaid real estate taxes; restrictive covenants, easements and setback lines; any and all redemption rights, including rights of redemption of any governmental agency, State or Federal; and any and all other prior liens or encumbrances against said real property. Said sale is further subject to matters that an accurate survey of the property might disclose.

TO HAVE AND TO HOLD said property with the appurtenances, estate, title, and interest thereto belonging to said Grantee, its successors and assigns forever, but subject to said real estate taxes and aforementioned Deed of Trust.

And I do further transfer and assign unto the said Grantee all the rights and benefits of the covenants and warranties in said Deed of Trust in as full and ample manner as under it, I can or should do, but I convey and assign as Trustee and not any further or otherwise.

WITNESS my hand on this the 12th day of July, 2013.

David G. Mangum, Substitute Trustee

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, David G. Mangum, Substitute Trustee, the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, on this the 12th day of July, 2013.

Melissa A. Nesbitt
Notary Public

My Commission Expires: 10/23/16

MELISSA A. NESBITT STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is **$52,111.28.**

Affiant

Subscribed and sworn before me, this 12th day of July, 2013.

Melissa A. Nesbitt
Notary Public

My Commission Expires: 10/23/16

File #72106

MELISSA A. NESBITT STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY