Name and address of new owner and send tax bills to:
**Habitat for Humanity of Greater Nashville**
**2950 Kraft Drive, Suite 100**
**Nashville, TN 37204**

BILL GARRETT, Davidson County
Trans:T20140070339 DEEDTRS
Recvd: 09/19/14 12:10 3 pgs
Fees:18.00 Taxes:95.97
20140919-0086259

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

**MAP-PARCEL NO.: 134 09 0 B 081.00**

**SUBSTITUTE TRUSTEE'S DEED**

WHEREAS, under a Deed of Trust dated April 27, 2007, recorded in Instrument No. 20070501-0052061, Register's Office, Davidson County, Tennessee, **Betty J. Toussaint and Edwina Toussaint**, conveyed to B. Anthony Saunders, Trustee, the hereinafter described property to secure the therein mentioned indebtedness; and

WHEREAS, by instrument dated August 19, 2014, and recorded in Instrument No. 20140820-0075673, 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 A.M.*, a newspaper published in Davidson County, Tennessee, said advertisement appearing in the editions of said newspaper under the dates of August 29, September 5, and September 12, 2014, stating that on **Friday, September 19, 2014 at 12:00 Noon** in the hallway just outside 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 mortgages of record in Instrument No. Instrument No. 20070501-0052060, 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 **Habitat for Humanity of Greater Nashville**, its successors and assigns for **$25,937.89**, 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 **Habitat for Humanity of Greater Nashville**, (hereinafter referred to as Grantee), its successors and assigns, the following described property, to wit:

LAND in Davidson County, Tennessee, being known as Lot No. 67 as shown on the map entitled Revision One, Providence Park, Phase 2, R10 Cluster Lot Option of record as Instrument No. 20050922-0113968, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete legal description.

DEED REFERENCE:
BEING the same property conveyed to Betty J. Toussaint and Edwina Toussaint, as joint tenant with rights of survivorship by deed from Nashville Area Habitat for Humanity, Inc. of record in 20070501-0052059, said Register's Office.

This property is sold SUBJECT to a first mortgage in favor of Nashville Area Habitat for Humanity, Inc. in the original principal amount of $80,000.00, of record in 20070501-0052060, said Register's Office, as well as SUBJECT to all existing easements, setback lines and restrictions of record in the said Register's Office, including but not limited to, All Matters on the Plan of record in 20050922-0113968; Restrictive Covenants of record in 20031007-0148249-0005684, amended in 20031020-0154723 and as supplemented in 20040324-0033177, 20040930-0117792, 20050912-0108965, 20051012-0122828, 20070205-0014869, 20071113-0132962, 20100202-0008169, 20100316-0019838 and 20101014-0079326; Homeowner's Association Charter of record in 20031013-0151608; Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 8347, Page 35; and Stormwater Detention Agreements of record in Book 7262, Page 388, Book 8337, Page 556 and 20030409-0047549 and 20050302-0023023, said Register's Office.

MAP/PARCEL: 134 09 0 B 081.00
PROPERTY ADDRESS: 3328 Hope Hill Court, Nashville, TN 37211, 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 19th day of September, 2014.

**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 19th day of September, 2014.

Melissa A. Nesbitt
Notary Public

My Commission Expires: 10/23/16




STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $25,937.89.

Affiant

Subscribed and sworn before me, this 19th day of September, 2014.

Melissa A. Nesbitt
Notary Public

My Commission Expires: 10/23/16




File #72929