Prepared by:
Nashville Title Insurance Corporation
2818 Bransford Avenue
Nashville, TN 37204

Davidson County DEEDTRS
Recvd: 09/14/15 08:24 3 pgs
Fees:18.00 Taxes:370.00
20150914-0092758

**ADDRESS OF NEW OWNER:**
L. C. Anderson, Trustee
408 Leake Avenue
Nashville, TN 37205

**SEND TAX BILL:**
SAME

**MAP & PARCEL:**
058-15-0-085.00

# TRUSTEE'S DEED

WHEREAS, James Walker, by Deed of Trust for the benefit of L.C. Anderson, Jr. Living Trust dated December 29, 2003, securing a note in the original principal sum of $40,000.00, dated June 4, 2012, and recorded on June 5, 2012, of record in Instrument Number 20120605-0049073, Register's Office for Davidson County, Tennessee, ("Deed of Trust"), conveyed to Andy Maloney, Trustee, the hereinafter described real property to secure the payment of a certain indebtedness, etc. ("Indebtedness") as described in said Deed of Trust; and

WHEREAS, Andy Maloney of Davidson County have been appointed Trustee by L.C. Anderson, Jr. Living Trust dated December 29, 2003, the owner and holder of the Indebtedness by instrument of record at Instrument Number 20120605-0049073, Register's Office for Davidson County, Tennessee, with authority to act under the powers given the Trustee under the Deed of Trust and be applicable law; and

WHEREAS, defaults under the Indebtedness secured by the Deed of Trust have occurred; and

WHEREAS, the owner and holder of said Indebtedness has demanded that the real property be advertised and sold in satisfaction of said Indebtedness and the cost of said foreclosure, in accordance with the terms, conditions and provisions of the loan documents and the Deed of Trust

WHEREAS, the Trustee, after due advertisement as required by law and as required be the terms of the Deed of Trust, offered the Property for sale to the highest bidder for cash, at public outcry at **Friday, August 28, 2015, at 12:00 p.m. o'clock,** at the entrance to the Register of Deeds office at the Bridgestone Arena, Nashville, Tennessee when and where **L.C. Anderson, Trustee of L.C. Anderson, Jr. Living Trust dated December 29, 2003** (hereinafter the Grantee) became the last and highest bidder for cash at a price of **One Hundred thousand NO/100 Dollars ($100,000.00).**

NOW, THEREFORE, in his capacity as Trustee, and not otherwise, and in consideration of the premises and payment of the sum state above, the receipt and sufficiency of which are acknowledged, **Andy Maloney, as Trustee** (and not otherwise) does hereby convey the Property to the Grantee and the Grantee's heirs, successors and assigns, certain property situated in Davidson County, Tennessee, described as follows, to-wit:

Lot Number 64 on the Re-subdivision of Lots 64 and 65 of Creekwood North, of record in Book 6050, Page 249, Register's Office for Davidson County, Tennessee.

Said Lot Number 64 fronts 55 feet on the northwesterly margin of Creekwood Circle and extends back 148.80 feet on the northeasterly line and 245.11 feet on the southerly line to a dead line in the rear measuring 201.21 feet thereon.

Being the same property conveyed to James Walker, from Bank of America, National association as Successor by merger to LaSalle Bank National Association, as Trustee for the Certificateholders of the Mortgage Pass-Through Certificates 1997-R3, by deed on June 4, 2012, of record in Instrument Number 20120605-0049072, Register's Office for Davidson County, Tennessee. Further conveyed to James Walker and L.C. Anderson, Jr. Living Trust dated December 29, 2003, by Quitclaim Deed from James Walker, of record in Instrument Number 20120605-0049074, said Register's Office.

TO HAVE AND TO HOLD said Property in as full and complete manner as the undersigned, in his capacity as Trustee, and not otherwise, has the power to convey the same.

**Andy Maloney, as Trustee, and not otherwise, warrants the title to the Property to the Grantee and Grantee's heirs, successors and assigns, against the lawful claims of all persons claiming by, through or under him, but no further to or to any greater extent. The Property is sold AS IS, WHERE IS AND WITH ALL FAULTS, and without any representations or warranties of any kind whatsoever, whether express or implied. Without limiting the foregoing, THE PROPERTY IS TO BE SOLD WITHOUT ANY IMPLIED WARRANTIES OF MECHANTABILITY, CONDITION OR FITNESS FOR A PARTICULAR USE OR PURPOSE. The Trustee will make no covenant of seisen, marketability of title or warranty of title, express or implied.**

THIS conveyance is subject to all matters shown on any applicable recorded Plat or Plan; any unpaid taxes and assessments (plus penalties. interest and costs) which exists as a lien against the said Property; any restrictive covenants, easements or setback lines that may be applicable; any rights of redemption, equity, statutory or otherwise, not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal; and any and all prior deeds of trusts, liens, dues, assessments, encumbrances, defects, adverse claims and other matters that may take priority over the Deed of Trust upon which this foreclosure sale is conducted or are not extinguished by this Foreclosure Sale. This sale is also subject to any matter that an inspection sad accurate survey of the property might disclose.

Whenever used, the singular shall mean the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS my hand on this 2nd day of September, 2015.

Andy Maloney, as Trustee, and not otherwise

STATE OF TN
COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said State and County duly commissioned and qualified, the within named Andy Maloney, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath acknowledged that he is the appointed Trustee under the Deed of Trust and as such Trustee is authorized to execute this instrument for the purposes therein contained.

WITNESS my hand, at office, this 2nd day of September, 20 15.

Notary Public

My Commission Expires: 5-24-17

JULIE COONE
STATE OF TENNESSEE
NOTARY PUBLIC
MAURY COUNTY, TENN.

STATE OF TN
COUNTY OF Davidson

The actual consideration or value, whichever is greater, for this transfer is $100,000.00.

AFFIANT

Sworn and subscribed before me this 2nd day of September, 2015.

Notary Public

My Commission Expires: 5-24-17

JULIE COONE
STATE OF TENNESSEE
NOTARY PUBLIC
MAURY COUNTY, TENN.

I, Andy Maloney, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Signature

State of TN
County of Davidson

Personally appeared before me, Carl E. Dunphy, II, a notary public for this county and state, Andy Maloney, who acknowledges that this certificate of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

My commission expires: 11-5-2018

CARL E. DUNPHY II
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

NOTARY PUBLIC
AT LARGE
Carl E. Dunphy II
My Commission Expires
11-5-2018
STATE OF TENNESSEE