**Prepared by:**
**Andy Maloney, Attorney-at-law**
**2818 Bransford Avenue**
**Nashville, TN 37204**

Davidson County DEEDTRS
Recvd: 07/14/16 09:21 3 pgs
Fees:18.00 Taxes:333.00
20160714-0072115

| ADDRESS NEW OWNER | SEND TAX BILLS TO: | MAP-PARCEL NO. |
|---|---|---|
| L.C. Anderson, Jr. Living Trust<br>408 Leake Avenue<br>Nashville, TN 37205 | SAME | 059-05-0-145.00 |

# 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 $55,000, dated May 31, 2012, and recorded on June 4, 2012, of record in Instrument No. 20120604-0048539, and 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 Williamson County has 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 No. 20120604-0048539, 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, 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 on Friday, July 8, 2016, at 12:00 p.m. o'clock, prevailing time, at the entrance to Register of Deeds Office at Bridgestone Arena, 501 Broadway, Nashville, Tennessee when and where **L. C. Anderson, as Trustee for the L. C. Anderson Living Trust, Dated December 29, 2003** (hereinafter the Grantee) became the last and highest bidder for cash at a price of **Ninety Thousand and NO/100 Dollars ($90,000.00).**

NOW, THEREFORE, in their 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:

> Being Lot No. 191 on the plan of Buena Vista Estates, Section 4, of record in Book 4300, page 81, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete and accurate description.
>
> Being the same property conveyed to James Walker, from The Bank of New York Mellon FKA The Bank of New York, as Trustee for the Certificate holders of the CWABS, Inc. Asset-Backed Certificates, Series 2006-7, by deed on May 31, 2012, of record in Instrument Number 20120604-0048538, Register's Office for Davidson County, Tennessee.
>
> The address of the property is, upon best information and knowledge, believed to be 3065 Buenaview Blvd, Nashville, TN 37218, but such address is not part of the legal description of the property. In the event of any discrepancy, the legal description herein shall control.

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 13th day of July, 2016.

Andy Maloney, **as Trustee** and not otherwise

STATE OF TENNESSEE

COUNTY OF DAVIDSON

On this 13th day of July 2016, before me, the undersigned, personally appeared Andy Maloney, to me known to be the person described in and who executed the foregoing instrument, and who acknowledged the execution of same to be his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

NOTARY PUBLIC 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

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is **$90,000.00.**

AFFIANT

Sworn and subscribed before me this 13th day of July, 2016.

Notary Public 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

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