

Prepared By and Returnable to:
 Bone McAllester Norton PLLC (kjr)
 511 Union Street, Suite 1600
 Nashville City Center
 Nashville, Tennessee 37219

Address New Owner(s):	Send Tax Bills To: New Owner	Map & Parcel Nos.: 073-043.10 073-043.07 073-043.11
------------------------------	---	--

TRUSTEE'S DEED

WHEREAS, default was made in the terms, conditions, and payments provided for and made in a Deed of Trust dated November 10, 2004, executed by Stanley Jones Realty, Inc., a Tennessee corporation doing business as Stanley Jones Properties, to Sam J. McAllester, III, Trustee, of record in Book T590, page 1012, Register's Office for Weakley County; and

WHEREAS, Sam J. McAllester, III, in his capacity as Substitute Trustee, and not Individually ("Substitute Trustee") caused to be published a Foreclosure Sale Notice in accordance with the provisions of said Deed of Trust, providing notice and advertising that said property would be sold at 12:00 o'clock Noon, prevailing time on Wednesday, October 21, 2009 at the location of Lots 5, 6 and 7 University Commons Subdivision, Martin, Weakley County, Tennessee, whose street address is on Brooks Street Extension at the intersection with Commons Drive (across from the UT Martin campus and west of the intersection of Hawks Road and State Highway 43), to be knocked off and sold to the highest, best, and last bidder for cash, pursuant to the terms and conditions of the Deed of Trust and the Foreclosure Sale Notice; and

WHEREAS, Sam J. McAllester, III, Substitute Trustee personally appeared (or appeared by Designated Agent) and offered said property for sale at public outcry and the highest, best, and last bid received was the sum of _____ and ___/100 Dollars (\$_____) by _____ (hereinafter referred to as the "Buyer") and said property was knocked off and sold to the Buyer.

NOW, THEREFORE, in consideration of the premises and sum of _____ and ___/100 Dollars (\$_____) cash in hand paid by the Buyer, Substitute Trustee has this day bargained and sold and, by the premises, does transfer and convey to Buyer, its/their [heirs and representatives/successors and assigns] the title and interest that Substitute Trustee has the right to sell and convey under the Deed of Trust in a certain tract or parcel of land situated in Knox County, Tennessee, and described as follows:

Lots 5, 6, and 7 University Commons Subdivision as shown on plat of record in Plat Book P3, page 210 with the Register's Office of Weakley County, Tennessee, to which plat reference is hereby made for a more particular description of said property.

Being part of the same property conveyed to Stanley Jones Realty, Inc., d/b/a Stanley Jones Properties, by deed from H & H Partners, et al dated June 19, 1992 and of record in Deed Book 323, page 411, Register's Office for Weakley County, Tennessee, and also a part of the same conveyed to Stanley Jones Realty, Inc., d/b/a Stanley Jones Properties by Deed from First American National Bank dated June 26, 1992 and of record in Deed Book 323, page 485, Register's Office for Weakley County, Tennessee.

Lot No. 5 is shown on the Weakley County Tax Assessor's records as Map 073, Parcel 043.10 and is located on the Brooks Street Extension. Lot No. 6 is shown on the Weakley County Tax Assessor's records as Map 073, Parcel 043.07 and is located on Commons Drive. Lot No. 7 is shown on the Weakley County Tax Assessor's records as Map 073, Parcel 043.11 and is located north of Commons Drive. Such addresses are 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 the said tract or parcel of land with the appurtenances, estate, title and interest thereto belonging to the Buyer, its/their heirs, successors, and assigns forever.

The Substitute Trustee covenants with the said Buyer that he/she is lawfully seized and possessed of said real property as Substitute Trustee only and, by the terms of the above-mentioned Deed of Trust, in his capacity as Substitute Trustee, has a good right to sell and convey the same subject to all matters shown on any applicable recorded Plat or Plan; any unpaid taxes which exist as a lien against said property; any restrictive covenants, easements, or setback lines that may be applicable; any statutory rights of redemption not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal; and any Deeds of Trust, liens, claims, and encumbrances that may take priority over the Deed of Trust. This sale is also subject to any matter that inspection and/or an accurate survey of the premises might disclose.

The Substitute Trustee, and not Individually, further covenants and binds himself/his successors and assigns, to warrant and forever defend the title to said real estate to the Buyer, its/their [heirs and representatives/successors and assigns], against the lawful claims of any person claiming by or through him as Substitute Trustee, but no further or otherwise, it being the intention of the Substitute Trustee only to convey to Buyer no greater title in the subject real estate than he received as Substitute Trustee and that, as Substitute Trustee, he has the right to sell and convey.

THIS 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 SOLD WITHOUT ANY IMPLIED WARRANTIES OR MERCHANTABILITY, CONDITION, 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. Substitute Trustee sells and conveys the subject real property by this Trustee's Deed as Substitute Trustee only, and not individually.

WITNESS my hand this ____ day of October, 2009.

Sam J. McAllester, III,
Substitute Trustee, and not Individually

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, _____, a Notary Public of this county, Sam J. McAllester, III, Substitute Trustee and not Individually, the within named 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, at office this ____ day of October, 2009.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is \$_____.

AFFIANT

Subscribed and sworn before me on this ____ day of October, 2009.

NOTARY PUBLIC

My Commission Expires: _____