Davidson County DEEDTRS
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Fees:13.00 Taxes:231.33
20080627-0066342

PREPARED BY AND RETURN TO:
Joe M. Kirsch, Attorney
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RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

Name: Eric Somersall,
S&K#: 07-17139

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by Deed of Trust dated October 7, 1998, recorded in Book 11169, Page 673 in the Register's Office of Davidson County, Tennessee, Eric A Somersall, conveyed to Joanie L Abernathy, Trustee, the hereinafter described property for the purpose of securing the payment of the indebtedness and performance of the obligations therein mentioned and set forth; and,

WHEREAS, the holder of the debt secured appointed the undersigned as Substitute Trustee by Instrument of record in Instrument Number 20080612-0060603, in the Register's Office of Davidson County, Tennessee; and,

WHEREAS, default was made in the terms and conditions of said Deed of Trust, and the beneficiary requested the undersigned to advertise and sell said property under the terms and provisions of said Deed of Trust; and,

WHEREAS in pursuance of said request by said beneficiary, the said property was by the undersigned, advertised for sale in conformity with the terms and provisions of sale Deed of Trust by which advertisement the sale was appointed to be held on June 11, 2008, at the Davidson County Courthouse in Nashville, Tennessee, at 10:00 AM; and,

WHEREAS, at the time and place mentioned in said advertisement, the undersigned offered said property for sale at public outcry to the highest and best bidder for cash at which time the said property was struck off and sold to Monument Street Funding-II, LLC, whose address is Barclays Capital Real Estate Inc. dba HomEq Servicing, Special Assets - NC 4742, 701 Corporate Center Drive, Raleigh, North Carolina 27607 at and for the sum of $62,522.66, that being the highest and best bid offered; and,

WHEREAS, the purchaser, being the holder of the indebtedness has complied with the terms of the sale by paying into the hands of the undersigned Substitute Trustee the expenses of the sale, the balance being applied upon said indebtedness for which property was sold.

NOW, THEREFORE, in consideration of the premises and the payment by Monument Street Funding-II, LLC, the sum of money so paid, receipt of which is hereby acknowledged, the undersigned, Shapiro & Kirsch, LLP., as Substitute Trustee, does hereby grant, bargain, sell and convey to the said Monument Street Funding-II, LLC, its successors and assigns, in fee simple forever, the property above mentioned and now further described as being in Nashville, County of Davidson, State of Tennessee, to-wit:

Described property located in Davidson County, Tennessee, to wit:

Unit Number 63 Condominium Site Plan of Phase IV on the Plan of Poplar Glen of record in Plat Book 7900, Page 392, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete legal description.

This legal description is identical with that in Deed of Trust recorded in Book 11169, Page 673 in the Register's Office of Davidson County, Tennessee.

The grantor received title to the above-captioned real estate by Deed of Trust of record Book 11169, Page 673 Register's Office of Davidson County, Tennessee.

The last deed of record is Warranty Deed, recorded in Book 10181, Page 606 and re-recorded at Book 10342, Page 177, in the Register's Office for Davidson County, Tennessee.

Subject to any unpaid taxes, subdivision restrictions, building lines and easements.

TO HAVE AND TO HOLD the said real property above described, together with the privileges and appurtenances and hereditaments thereunto belonging or in any wise appertaining unto Monument Street Funding-II, LLC, its successors and assigns, in fee simple forever, to whom

the said Shapiro & Kirsch, LLP., Substitute Trustee, warrants the title to the aforesaid real property against the lawful claims of all persons claiming by, through or under him, as such Substitute Trustee, but not further or otherwise.

IN WITNESS WHEREOF, the said Shapiro & Kirsch, LLP., Substitute Trustee, has hereunto set his hand and seal on the date written below.

Shapiro & Kirsch, LLP.

A. Ashley Jones

Ashley Jones, Authorized Agent

STATE OF TENNESSEE
COUNTY OF SHELBY

On the 11th day of June, 2008, before me, a Notary Public, in and for said State and County, personally appeared Ashley Jones, with whom I am personally acquainted, and who, upon oath acknowledged to be the Authorized Agent of Shapiro & Kirsch, L.L.P. the within named bargainor, a limited liability partnership, and that as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Limited Liability Partnership.

WITNESS my hand and Notarial Seal at office the day and year above written.

SHAUNA D. JONES
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY
My Commission Expires 06/15/2010

6/15/2010
My commission expires:

Shauna D. Jones
Notary Public

I, or we, hereby swear or affirm that to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of property conveyed (whichever is greater) is $62,522.66.

A. Ashley Jones

Affiant

Subscribed and sworn to before me on the date written above.

SHAUNA D. JONES
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY
My Commission Expires 06/15/2010

6/15/2010
My commission expires:

Shauna D. Jones
Notary Public

PROPERTY ADDRESS: 105 Powell Court, Nashville, TN 37216

PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:
Monument Street Funding-II, LLC
Special Assets - NC 4742
701 Corporate Center Drive
Raleigh, North Carolina 27607

S & K #:07-17139
Map & Parcel – 06105-A-077.00