Return to Shapiro & Kirsch
Attn: Heath Smith

PREPARED BY AND RETURN TO:
Joe M. Kirsch, Attorney
6055 Primacy Parkway, Suite 410
Memphis, TN 38119
901-767-5566
Fax: 901-761-5690

Davidson County DEEDTRS
Recvd: 10/09/08 10:19 2 pgs
Fees:13.00 Taxes:299.33
20081009-0102398

Name: Hassan Shams,
S&K#: 08-002718

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by Deed of Trust dated February 11, 2004, recorded in Instrument number 20040224-0020641on March 10, 2004 in the Register's Office of Davidson County, Tennessee, Hassan Shams, an unmarried person, conveyed to PRLAP, INC., 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 20080428-0042736 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 12, 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 Bank of America, NA whose address is c/o 3 Arch Trustee Services, Attn: Sr. Lien Monitoring, 6 Executive Circle, Suite 100, Irvine, CA 92614, at and for the sum of $80,900.00, that being the highest and best bid offered; and,

WHEREAS, the purchaser, Bank of America, NA 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 Bank of America, NA, 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 Bank of America, NA, its heirs, 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:

Lot No Number 110, on the Plan of Town Park Estates, as of record in Book 3300, pages 64 and 65, Register's Office for Davidson County, Tennessee to which plat reference is hereby made for a more particular description of said property.

Said Lot Number 110 fronts on the Northerly margin of Ladybird Drive and extends back, 215.70 feet on the Easterly side and 205.05 feet on the Westerly side to a line in the rear measuring 49.85 feet thereon.

This legal description is identical with that in Deed of Trust recorded in Instrument number 20040224-0020641on March 10, 2004 , 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 in Instrument number 20040224-0020641on March 10, 2004 , in the Register's Office of Davidson County, Tennessee.

The last deed of record is Warranty Deed, recorded in Instrument Number 20020911-0110723, in the Register's Office for Davidson County, Tennessee.

Subject to any unpaid taxes, subdivision restrictions, building lines and easements, State and Federal tax liens.

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 Bank of America, NA, its heirs, 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.

Denise Griffin, Managing Foreclosure Attorney

STATE OF TENNESSEE
COUNTY OF SHELBY

On the 12th day of June 2008, before me, a Notary Public, in and for said State and County, personally appeared Denise Griffin, with whom I am personally acquainted, and who, upon oath acknowledged to be the Managing Foreclosure Attorney 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.

DEEANNA McKIERNAN STATE OF TENNESSEE NOTARY PUBLIC SHELBY COUNTY MY COMM. EXP. 12-28-08

12/28/08
My commission expires:

Deeanna McKiernan
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 is $80,900.00 which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me on the 14th day of Aug, 2008.

Notary Public
my Commissin epires 9-1-2009

S.G. TURNER NOTARY PUBLIC GUILFORD CO., NC

PROPERTY ADDRESS: 305 Ladybird Drive, Nashville, TN 37217

RETURN TO:
PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:
Bank of America, NA
c/o 3 Arch Trustee Services,
Attn: Sr. Lien Monitoring
6 Executive Circle, Suite 100,
Irvine, CA 92614

S & K #:08-002718
Map & Parcel – 135 010 07500

PREPARER'S NOTE: IT IS THE GRANTEE'S RESPONSIBILITY TO RECORD THIS INSTRUMENT. FAILURE TO DO SO MAY ADVERSELY AFFECT TITLE OR INTEREST.