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: 07/16/09 12:04 3 pgs
Fees:18.00 Taxes:325.60
20090716-0066731

Name: Lillian Gaddes, and Timmichael Gaddes and Douglas Stewart
S & K#: 09-012813

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by Deed of Trust dated June 7, 2005, recorded in Instrument number 20050613-0067540 in the Register's Office of Davidson County, Tennessee, Lillian Gaddes, Timmicheal Gaddes, and Douglas Stewart, conveyed to Wesley D. Turner, 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 200906100053711 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 25, 2009, 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 Dan Heichelbech whose address is 728 Stillpond Road, Columbia, TN 38401, at and for the sum of $88,001.00, that being the highest and best bid offered; and,

WHEREAS, the purchaser, Dan Heichelbech 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 Dan Heichelbech, 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 Dan Heichelbech, his heir, successors and assigns, in fee simple forever, the property above mentioned and now further described as being in Antioch, County of Davidson, State of Tennessee, to-wit:

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

Lot Number 155 on the Plan of Pinnacle Point Subdivision, Phase IV, of record in Book 6900 Page 524 Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate description.

This legal description is identical with that in Deed of Trust recorded in Instrument number 20050613-0067540, 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 20050613-0067540, in the Register's Office of Davidson County, Tennessee.

The last deed of record is Warranty Deed, recorded in Instrument Number 200506130067539, 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.

SUBJECT TO TENANT(S) RIGHTS IN POSSESSION.

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 Dan Heichelbech, his heir, 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

Ashley M. Jones, Authorized Agent

STATE OF TENNESSEE
COUNTY OF SHELBY

On the 25th day of June, 2009, before me, a Notary Public, in and for said State and County, personally appeared Ashley M. Jones, with whom I am personally acquainted, and who, upon oath acknowledged to be the Authorized Agent of Shapiro & Kirsch 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.

CLAIRE M. JULIAN STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF SHELBY MY COMM. EXP. JUNE 15, 2010

06/15/10
My commission expires:

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 $88,001.00 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 14, day of July, 2009.

Notary Public 3.7.2011

JAMES C. SMITH STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

PROPERTY ADDRESS: 612 Rocky Mountain Parkway, Antioch, TN 37013

RETURN TO:
PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:
Dan Heichelbech
728 Stillpond Road, Columbia, TN 38401

S & K #:09-012813
Map & Parcel – 135140A15500CO

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

CERTIFIED FOR REMOTE FILING:

I, Michael J. Mills, 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.

Michael J. Mills, attorney at law

State of Tennessee:
County of Davidson

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Michael J. Mills, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself/herself to be the named person, and that he/she executed the foregoing instrument for the purposes therein contained.

Notary Public James C. Smith

My Commission Expires: March 7, 2011

