BILL GARRETT, Davidson County
Trans:T20090051407 DEEDTRS
Recvd: 07/30/09 10:10 2 pgs
Fees:12.00 Taxes:0.00
20090730-0071282

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

Name: Robert L. Porter, and Elnora D. Porter, Wife
S & K#: 09-012881

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by Deed of Trust dated December 30, 2004, recorded in Instrument number 20050113-0004918 in the Register's Office of Davidson County, Tennessee, Robert L. Porter and Elnora D. Porter, husband and wife, conveyed to Larry N. Westbrook, Esq., 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 200905180045369, 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 May 29, 2009 at 10:00 am, at which time it was announced the sale adjournment to be held on July 1, 2009, at the Davidson County Courthouse in Nashville, Tennessee, at 10:00 a.m.; 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 PHH Mortgage Corporation, whose address is PHH Mortgage Corporation, 4001 Leadenhall Road, Attn: Mail Stop SV-01, Mount Laurel, New Jersey 08054 at and for the sum of $173,963.11, that being the highest and best bid offered; and,

WHEREAS, the said PHH Mortgage Corporation has assigned its interests in the said property to Federal National Mortgage Association, its successors and assigns; 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 PHH Mortgage Corporation, 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 Federal National Mortgage Association, its successors and assigns, in fee simple forever, the property above mentioned and now further described as being in Whites Creek, County of Davidson, State of Tennessee, to-wit:

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

Lot Number 14 on the Plan of Cobblestone Creek Phase One of record in Instrument Number 20040804-0093431, Register's Office for Davidson County, Tennessee, to which plan reference is made for a more complete description.

This legal description is identical with that in Deed of Trust recorded in Instrument number 20050113-0004918 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 Instrument number 20050113-0004918 Register's Office of Davidson County, Tennessee.

The last deed of record is Warranty Deed, recorded in Instrument Number 200501130004917, in the Register's Office for Davidson County, Tennessee.

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

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 Federal National Mortgage Association, 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

Ashley M. Jones, Authorized Agent

STATE OF TENNESSEE
COUNTY OF SHELBY

On the 1st day of July, 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.

06/15/10
My commission expires:

Notary Public

NO TAX/EXEMPT AGENCY

PROPERTY ADDRESS: 5052 Cobblestone Creek, Whites Creek, TN 37189

PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:
Federal National Mortgage Association
P.O. Box 650043
Dallas, TX 75265-0043

S & K #:09-012881
Map & Parcel – 041010A0100CO

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