BILL GARRETT, Davidson County
Trans:T20090053937 DEEDTRS
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Fees:13.00 Taxes:151.52
20090807-0074492

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: Christopher Cannon,
S & K#: 09-015977

SUBSTITUTE TRUSTEE'S DEED

WHEREAS, by Deed of Trust dated March 31, 2006, recorded in Instrument number 20060411-0041746 in the Register's Office of Davidson County, Tennessee, Christopher B. Cannon, unmarried, conveyed to J. Phillip Jones, 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 200905280048919, 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 10, 2009 at 10:00 am, at which time it was announced the sale adjournment to be held on July 10, 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 HSBC Mortgage Services, Inc., whose address is HSBC Consumer and Mortgage Lending, 636 Grand Regency Blvd., Brandon, Florida 33509 at and for the sum of $40,950.00, 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 HSBC Mortgage Services, Inc., 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 HSBC Mortgage Services, Inc., 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 the Tenth (10th) Civil District of Davidson County, Tennessee, to wit:

Lot 1 on the Final Plat of J.R. Reed Subdivision, a plat of which is of record in Book 6900, Page 898, Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

Beginning at an iron pin located on the North margin of Ingram Road, 1379 feet more or less from the West margin of Lickton Pike, said pin being the Southwest corner of the property herein described and being a new corner of the remainder of Parcel 47; thence, leaving said margin and severing Parcel 47, North 10 degrees, 59 minutes, 40 seconds West a distance of 454.56 feet to an iron pin, said pin being the Northwest corner of the property herein described and being a new corner of the remainder of Parcel 47; thence continuing to sever Parcel 47, North 78 degrees, 04 minutes, 00 seconds East a distance of 188.60 feet to an iron pin, said pin being the Northeast corner of the property herein described and being a new corner of the remainder of Parcel 47, thence, continuing to sever Parcel 47, South 10 degrees, 59 minutes, 40 seconds East a distance of 466.33 feet to an iron pin on the North margin of Ingram Road, said pin being the Southeast corner of the property herein described and being a new corner of the remainder of Parcel 47; thence continuing along said margin, South 79 degrees, 00 minutes, 20 seconds West a distance of 9.54 feet to an iron pin at the beginning of a curve to the right; thence, continuing along said margin with a curve to the right (said curve having a radius of 1850 feet, a delta angle of 05 degrees, 33 minutes, 13 seconds, a chord bearing of South 81 degrees, 46 minutes, 57 seconds West and a chord distance of 179.25 feet) a distance of 179.32 feet to an iron pin, the point of beginning.

This legal description is identical with that in Deed of Trust recorded in Instrument number 20060411-0041746 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 20060411-0041746 Register's Office of Davidson County, Tennessee.

The last deed of record is Warranty Deed, recorded in Instrument Number 200604110041745 , 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 HSBC Mortgage Services, Inc., 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 10th 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.

MY COMMISSION EXP.
May 12, 2010

My commission expires:

Notary Public

SHARON N. FEWELL
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY

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 $40,950.00.

Affiant

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

MY COMMISSION EXP.
May 12, 2010

My commission expires:

Notary Public

SHARON N. FEWELL
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY

PROPERTY ADDRESS: 2152 Ingram Road, Whites Creek, TN 37189

PROPERTY OWNER AND AGENCY RESPONSIBLE FOR PAYMENT OF TAXES:
HSBC Mortgage Services, Inc.
636 Grand Regency Blvd.
Brandon, Florida 33509

S & K #:09-015977
Map & Parcel – 122-013.23